DOCUMENT RESUME

ED 299 006 JC 880 441

TITLE Agreement between the San Bernardino Community College District and the San Bernardino Community College District Chapter, CTA/NEA, 1986-1989.

INSTITUTION National Education Association, Washington, D.C.; San Bernardino Community Coll. District, Calif.

PUB DATE 14 Aug 86

NOTE 107p.; Part of a collection of bargaining agreements compiled by the National Education Association.

PUB TYPE Legal/Legislative/Regulatory Materials (090)

EDRS PRICE MF01/PC05 Plus Postage.

DESCRIPTORS *Collective Bargaining; *College Faculty; Community Colleges; *Contracts; Department Heads; *Employment Practices; Faculty Promotion; Faculty Workload; Fringe Benefits; Grievance Procedures; Job Layoff; Leaves of Absence; *Personnel Policy; Released Time; Teacher Dismissal; Teacher Retirement; Teacher Salaries; Tenure; Two Year Colleges; Unions

IDENTIFIERS National Education Association; *NEA Contracts

ABSTRACT

This collective bargaining agreement between the San Bernardino Community College District and the San Bernardino Community College District Chapter of the California Teachers Association/National Education Association establishes conditions of employment for all certificated regular, contract, and hourly instructors; counselors; librarians; college nurses; and department heads in the district. The articles of the agreement set forth provisions related to: (1) ratification of the agreement; (2) description of the bargaining unit; (3) association rights; (4) dues deduction and organizational security; (5) consultation rights of the association; (6) academic freedom; (7) non-discrimination; (8) district rights; (9) grievance procedures; (10) wages; (11) health and welfare benefits; (12) the work calendar; (13) workload; (14) transfer and reassignment; (15) personnel files; (16) evaluation procedures; (17) job-related complaints and other charges; (18) leaves of absence; (19) mileage reimbursement; (20) safety conditions; (21) reduction in force; (22) early retirement and pre-retirement reduced workload; (23) benefits for employees retiring during the term of the agreement; (24) no concerted refusals to work; (25) effect of the agreement; (26) statutory changes; (27) a savings clause; and (28) duration of the agreement. Salary and compensation schedules and grievance report forms are attached. (EJV)

****
* Reproductions supplied by EDRS are the best that can be made *
* from the original document. *
****

43603
#4248
A01
ED299006
JC 880441

1986-1989

AGREEMENT

BETWEEN THE

SAN BERNARDINO
COMMUNITY COLLEGE
DISTRICT

AND THE

SAN BERNARDINO
COMMUNITY COLLEGE
DISTRICT CHAPTER,
CTA/NEA

BEST COPY AVAILABLE

Ratified On August 14, 1986

U.S. DEPARTMENT OF EDUCATION
Office of Educational Research and Improvement
EDUCATIONAL RESOURCES INFORMATION CENTER (ERIC)

☐ This document has been reproduced as received from the person or organization originating it.

☒ Minor changes have been made to improve reproduction quality.

• Points of view or opinions stated in this document do not necessarily represent official OERI position or policy.

"PERMISSION TO REPRODUCE THIS MATERIAL HAS BEEN GRANTED BY

S. Edgar

TO THE EDUCATIONAL RESOURCES INFORMATION CENTER (ERIC)."

A02

TABLE OF CONTENTS

		Page
Article 1	Agreement	1
Article 2	Unit Description	1
Article 3	Association Rights	3
Article 4	Dues Deduction And Organizational Security	7
Article 5	Consultation	9
Article 6	Academic Freedom	10
Article 7	Non-Discrimination	10
Article 8	District Rights	11
Article 9	Grievance Procedure	13
Article 10	Wages	18
Article 11	Health And Welfare Benefits	21
Article 12	Work Calendar	21
Article 13	Workload	22
Article 14	Transfer/Reassignment	26
Article 15	Personnel Files	29
Article 16	Evaluation Procedure	31
Article 17	Public Charges	35
Article 18	Leaves Of Absence	37
Article 19	Mileage Reimbursement	56
Article 20	Safety Conditions Of Employment	56
Article 21	Reduction In Force	60
Article 22	Early Retirement And Pre-Retirement Reduced Workload	66
Article 23	Benefits For Employees Who Retire During The Term Of This Agreement	71
Article 24	Miscellaneous Provisions	73

06 3

A03

		Page
Article 25	No Concerted Refusals To Work	74
Article 26	Effect Of Agreement	75
Article 27	Statutory Changes	76
Article 28	Savings	76
Article 29	Duration Of Agreement	76
GRIEVANCE REPORT FORMS		
APPENDIX A-1	1985-86 Faculty Salary Schedule	
APPENDIX A-1a	1986-87 Faculty Salary Schedule	
APPENDIX A-2	1985-86 Compensation Schedule For All Hourly Work Including Hourly Instruction, Overload And Summer Session (Summer Session Part Not Effective Until 1987).	
APPENDIX A-2a	1986-87 Compensation Schedule For All Hourly Work Including Hourly Instruction, Overload And Summer Session.	
APPENDIX A-3	1985-86 Child Care Center Teachers' Salary Schedule	
APPENDIX A-3a	1986-87 Child Care Center Teachers' Salary Schedule	
APPENDIX A-4	1985-86 Coaching Pay Schedule	
APPENDIX A-4a	1986-87 Coaching Pay Schedule	
APPENDIX A-5	1985-86 Compensation Department Heads	
APPENDIX A-5a	1986-87 Compensation Department Heads	
APPENDIX A-6	1985-86 Compensation Coordinators	
APPENDIX A-6a	1986-87 Compensation Coordinators	
APPENDIX A-7	Extra Employment, Full-Time Faculty	
APPENDIX B	SALARY SCHEDULE REGULATIONS	
Tables I and II	Hours	

ARTICLE 1 AGREEMENT

A. The Board of Trustees of the San Bernardino Community College District, of San Bernardino County, State of California, hereinafter referred to as the "District"; and the San Bernardino Community College District Teachers Association, CTA/NEA, hereinafter referred to as the "Association," agree that the Articles contained in this Agreement constitute a bilateral and binding agreement entered into pursuant to the Educational Employment Relations Act (Government Code Section 3540 et seq.).

B. This Agreement shall remain in full force and effect after twenty (20) days from ratification of this Agreement by both parties until and including June 30, 1989.

ARTICLE 2 UNIT DESCRIPTION

A. The bargaining unit represented by the Association includes: all certificated regular, contract and hourly instructors, counselors, librarians, college nurses requiring certification and all department heads except those enumerated below as excluded.

B. The bargaining unit represented by the Association excludes:

1. Classified employees while performing classified duties
2. Administrators
3. Management, supervisory and confidential employees, including: affirmative action officer, community service director, division chairperson
4. Community service presenters and facilitators
5. Lecturers, facilitators, independent contractors, including those engaged in among others, fire science, police science, EMT, EMS, and respiratory therapy
6. All substitutes
7. Management interns performing management work as defined by the EERA

8. Coordinator Child Development and Child Care Center

9. Technical Division Evening Supervisor

10. Coordinator of Handicapped Student Programs & Services

11. Coordinator of Emergency Medical Services

12. Coordinator of Fire Technology

13. Coordinator of Respiratory Therapy

14. Coordinator of Counseling (Valley)

15. Coordinator of Restaurant Management

16. Coordinator of Student Activities

17. Coordinator of Food Services Programs

18. The following department heads at Valley College:

    a. Accounting/Business Data Processing
    b. Aeronautics
    c. Anthropology/Sociology
    d. Art
    e. Automotive
    f. Biology
    g. Business Administration/Marketing/Finance Insurance
    h. Chemistry
    i. Computer Science
    j. Electricity/Electronics
    k. English
    l. Family/Consumer Science
    m. Foreign Languag~ ;
    n. Mathematics
    o. Music
    p. Office Administration
    q. Psychiatric Technician
    r. Vocational Nursing
    s. Welding

C. The parties agree that the positions listed in B 8 through B 17 currently exist at only one college. If the District establishes these positions at both colleges, the Association may demand to negotiate over the inclusion of the second positions into the bargaining unit.

D. EOPS Coordinators at San Bernardino Valley College will not be in the bargaining unit.

E. The District and Association agree that the composition of the bargaining unit is appropriate and neither party will seek a clarification or amendment of any kind, either as to the inclusions or exclusions, during the term of this Agreement; except upon mutual agreement of the parties, or the District establishes a new position, or the District makes significant changes in the job description of a position such that such position should no longer be included or excluded.

ARTICLE 3 ASSOCIATION RIGHTS

A. The Association shall have the reasonable use of the District internal mail system to distribute materials which emanate from the Association office for communication to its unit members provided that such materials include the name of the Association and date. The Association is responsible for the content of all its materials sent in the District internal mail system. At least one copy of Association materials to be placed in employee mailboxes shall be provided to the Chancellor by the Association.

B. The Association shall have the right to put notices of activities and matters of Association concern on bulletin boards adjacent to employee mailboxes. All such notices shall include the name of the Association and date. A reasonable part of the bulletin boards (not to exceed one-third) will be reserved for the Association. The Association shall be responsible for the content of all its information posted on bulletin boards.

C. Authorized Association representatives conducting Association business may meet with unit members on District property only during times when the unit members are not required to perform assigned duties. Casual, incidental and brief conversations between employees during times when they are required to perform duties are not prohibited by this provision.

D. The District agrees to provide information to the Association upon written request which is necessary and relevant to negotiations, grievance processing and/or Association business related to enforcement of this Agreement pursuant to this provision. The Association shall make all such requests in writing to the Chancellor or his designee indicating the specific information needed and the reasons for such information. The Chancellor or his designee will respond with reasons why the information will not be provided (e.g., burdensome, confidential records, legal privilege and non-availability) or provide the requested information in a timely fashion. The Association shall be given a copy of any documents provided to the Board at open Board meetings.

E. The Association shall have the reasonable use of District facilities at reasonable times for the purpose of meetings concerning negotiations, grievance processing and/or Association business related to activities pursuant to its responsibilities under the EERA.

F. The Association shall have the reasonable use of District equipment for the purpose of enforcement of this Agreement provided advance permission is granted by a college president or chancellor and that all costs of materials are promptly paid by the Association. Brief and incidental use of District equipment shall be at no cost provided that there is no disruption of District operations and all

such brief and incidental use is reported immediately to the responsibility center manager.

G. Negotiation meetings between the parties shall take place at mutually convenient times and places. The District shall grant released time without loss of compensation to no more than five (5) official negotiators of the Association for meeting and negotiating with official District negotiators. The term "meeting and negotiating" does not include preparation time, but official negotiators of the Association shall be afforded adequate time before and after negotiation meetings between the parties to travel to and from their work locations, if necessary, and meet briefly with other official negotiators of the Association immediately before and after such negotiation meetings. The amount of time which shall be adequate is forty-five (45) minutes. In addition, released time shall be granted for an entire class period which extends into the forty-five (45) minute period prior to or after negotiation meetings between the parties.

H. The District shall grant released time without loss of compensation to official representatives of the Association for the purpose of processing grievances filed pursuant to this Agreement. Released time for the purpose of processing grievances filed pursuant to the Agreement shall be granted only upon twenty-four (24) hours prior notice from the Association to the Chancellor or his designee with a later follow-up in writing. No more than two (2) bargaining unit members shall receive such released time under this provision at any one time for any one grievance. The District and the Association recognize that grievance meetings are scheduled at mutually convenient times and places.

I. **Released Time For Association President Or Designee**

1. The Association President or designee shall receive a maximum of twenty (20) days released time per school year under this provision for grievance processing or purposes directly related to the Association's obligations as the exclusive representative of the bargaining unit.

2. Released time under this provision shall be used only for grievance processing or purposes directly related to the Association's obligations as the exclusive representative of the bargaining unit. Released time under this provision shall not be used for any activity which is violative of this Agreement, for organizing any concerted activity against the District, for any political activities, or for any purpose unrelated to the Association's obligations as the exclusive representative of the bargaining unit.

3. To receive released time under this provision, the Association President or designee shall provide 48 hours prior written notice to the immediate supervisor and the Chancellor. The District shall grant requests up to a maximum of twenty (20) days released time per school year except that the District may deny use in emergency conditions.

4. The Association shall reimburse promptly the District for one-half of the per diem cost of the salary, salary related benefit and health benefits of the Association President or designee for each day of released time. Failure to promptly reimburse the District shall mean that no additional released time shall be taken under this provision.

ARTICLE 4 DUES DEDUCTION AND ORGANIZATIONAL SECURITY

A. The District will deduct from the pay of Association members and pay to the Association the normal and regular monthly Association membership dues as voluntarily authorized in writing by the employee on the appropriate form approved by the District subject to the following conditions:

1. Such deduction shall be made only upon submission of the District-approved form by the employee to the designated representative of the District. Said form shall be duly completed and executed by the employee and an authorized representative of the Association.

2. The District shall be obliged to put into effect any new, changed, or discontinued deduction providing such request is submitted by the 10th of the month to the designated representative of the District and said deduction shall commence with that month's pay period.

3. For part-time faculty deduction under this provision shall be in five (5) equal installments for each semester.

The instructor's total compensation for the semester will be calculated using the current hourly pay schedule, then dividing the total payment due by five, and making five equal payments to the instructor. Part-time faculty who request payroll deduction would enroll either in September or February. Those who enroll in September will have the payroll deduction removed after the January hourly payroll. Those who enroll in February will have the deduction removed after the June hourly payroll. The deduction (membership

fee) will be taken out in five equal payments and must be divisible by five.

The District will not be responsible for one-time deductions.

The District will make no deductions for a part-time instructor working less than a full semester or employed for summer school only.

B. Upon appropriate written authorization from the employee, the District shall deduct from the salary of the employee and make appropriate remittance for annuities, credit union or charitable organization, and group insurance plans. If permitted by the remittee company, credit union or charitable organization, the employee may change such deduction at any time pursuant to the following paragraph:

1. The District shall be obliged to put into effect any new, changed, or discontinued deduction providing such request is submitted by the 10th of the month to the designated representative of the District and said deduction shall commence with that month's pay period.

C. The Association shall completely indemnify and completely hold the District harmless, including legal fees, from any claims, demands or lawsuits arising out of or from the implementation of any provision in this Article.

D. The District will deduct membership dues to an employee organization from the pay of bargaining unit members only to the Association. Deductions from the pay of bargaining unit members shall not be permissible to any other employee organization. For the purposes of this Article the term "employee organization" shall

mean the same as the definition of employee organization under the Educational Employment Relations Act.

E. The Association agrees to furnish any information requested by the District to implement any provision in this Article.

F. Any unit member who is a member or becomes a member of the Association on or after ratification of this Agreement, and who voluntarily authorizes in writing the deduction of membership dues pursuant to provision A in this Article, shall remain a member of the Association for the duration of this Agreement unless such authorized deduction is revoked in writing to the District between June 1 and July 1 of any school year.

ARTICLE 5 CONSULTATION

A. Pursuant to the Educational Employment Relations Act, the Association has the right to consult on the definition of educational objectives, the determination of the content of courses and curriculum, and the selection of textbooks to the extent such matters are within the discretion of the District under the law. The Association also may consult on proposed additions, deletions or amendments in written Board Policies concerning the curriculum or educational objectives of the District or working conditions of bargaining unit employees.

B. Should the Association exercise its right to consult pursuant to paragraph A, the Association shall notify the Chancellor or his/her designee in writing about the matter to be consulted about and the identity of the Association representatives who will participate in the consultation. The Chancellor or his/her designee shall be available within fifteen (15) days to consult with the Association.

C. The District will notify the Association four (4) weeks prior to any final Board action on new Board Policies concerning major changes in the District's curriculum or educational objectives.

D. Nothing in this Article shall be construed to limit the right of the District to consult with any employees or other employee organizations on any matter outside of the scope of representation.

E. Nothing in this Article shall be construed as any limitation on the rights of the District to take any action on any matter outside of the scope of representation.

ARTICLE 6 ACADEMIC FREEDOM

A. The District and the Association recognize that bargaining unit members have a legal right to academic freedom in terms of the exercise of their professional responsibilities in the classroom. The legal right to academic freedom allows bargaining unit members to express their professional opinions in the classroom with regard to matters relevant to course content.

B. Bargaining unit members shall not utilize their positions to indoctrinate students with their personal, political or religious views. Bargaining unit members shall make every effort to offer differing points of view on controversial subjects in the classroom. Bargaining unit members shall promote an atmosphere in the classroom which is conducive to free and open inquiry.

ARTICLE 7 NON-DISCRIMINATION

A. The District and/or the Association shall not illegally discriminate against any member of the bargaining unit on account of race,

religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, sex (including sexual harassment), age, political affiliation, domicile, or membership and/or participation in an employee organization as defined by the EERA.

B. The District and/or the Association shall not illegally impose or threaten to impose reprisals on employees, to discriminate or threaten to discriminate against employees, or otherwise to interfere with, restrain, or coerce employees because of their exercise of rights guaranteed by the EERA.

C. Application forms and oral interview procedures shall not refer to membership in or preferences for employee organizations.

D. No grievance shall be processed through the Grievance Procedure by any member of the bargaining unit who pursues any other available legal remedy, unless such dual processing is specifically authorized within the express terms of the applicable law.

ARTICLE 8 DISTRICT RIGHTS

A. It is understood and agreed that the District retains all of its powers and authority to direct, manage, and control its operations to the full extent of the law except as specified in other provisions of this Agreement.

B. Included in but not limited to those duties and powers are the exclusive right to: Determine the times and hours of operation including instructional time, determine the kinds and levels of services to be provided, and the methods and means of providing them, establish its educational policies, goals and objectives, insure the rights and educational opportunities of students, deter-

mine staffing patterns, determine job descriptions, determine classifications and reclassifications; determine the number and kinds of personnel required, maintain the efficiency of District operations, determine the curriculum, build, move, or modify facilities, establish budget procedures and determine budgetary allocation, determine the methods of raising revenue, and contract out work to non-employees or employees outside of the bargaining unit as long as such contracting out does not require the layoff of permanent full-time bargaining unit members or the violation of any other Article in this Agreement. The Board also retains the right to hire, classify, evaluate, promote, lay off, terminate, and discipline employees in accordance with applicable law. In addition, the Board retains the right to determine the impacts and effects of any action taken under this Article, or other provisions of this Agreement, except as specified in this Agreement. This Article shall not be interpreted as a prohibition against the Association to provide input on any such matter.

C. The exercise of these powers, rights, authority, duties, and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms are in conformance with the laws of the State of California.

D. The District may suspend temporarily any provision in this Agreement in case of emergency for the duration of an emergency only when such temporary suspension is necessary. An emergency

shall include national, state or local declared emergencies and natural disasters such as earthquake, fire or flood.

ARTICLE 9 GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is a formal written allegation by a bargaining unit member who has been adversely affected by a violation of the specific provisions of this Agreement. Actions to challenge or change the policies of the District as set forth in Board Policies or procedures adopted by the Chancellor or his designee must be undertaken under separate legal processes. No grievance shall be processed through the Grievance Procedure by any grievant who pursues any other available legal remedy with an agency or judicial body that accepts jurisdiction, unless agreed to by the District. If such an agency or judicial body does not accept jurisdiction, the time limit for filing a grievance begins on the date of receipt of notification of rejected jurisdiction.
2. A "grievant" is a member of the unit. The Association may be a grievant concerning alleged violation of the Articles entitled Unit Description, Dues Deduction And Organizational Security, Consultation, Association Rights, Statutory Changes, Grievance Procedure, and Duration Of Agreement.
3. "Day" means days during which the District office is open excluding holidays, winter, spring, and summer recesses.
4. The "immediate supervisor" is the lowest level administrator having immediate jurisdiction over the grievant who has been designated by the Chancellor to adjust grievances.

B. Informal Level

1. Before filing a formal written grievance, the grievant shall attempt to resolve it by an informal conference with the grievant's immediate supervisor.

C. Formal Levels

1. Step 1

a. Within twenty (20) days after the occurrence of the act or omission, or within twenty (20) days after the grievant knew or reasonably should have known of the act or omission giving rise to the grievance, the grievant must present such grievance in writing on the Grievance Report Form attached to this Agreement.

b. This statement shall state the grievance and indicate the circumstances involved, the decision rendered at the informal conference, under B above, and the specific remedy sought.

c. Within the above time limits, a personal conference will be held if requested in writing by the grievant or the immediate supervisor.

d. The immediate supervisor shall communicate a decision to the employee in writing within ten (10) days after receiving the grievance. If the immediate supervisor does not respond within the time limits, the grievant may appeal to the next step.

2. Step 2

a. In the event the grievant is not satisfied with the decision at Step 1, the grievant may appeal the decision on

the appropriate form to the Chancellor or designee within ten (10) days.

b. The statement should include a copy of the original grievance, the decision rendered, and statement of the reasons for the appeal.

c. Either the grievant or the Chancellor or designee may request a personal conference within the above time limits. If either the grievant or the Chancellor or designee requests a personal conference, there shall be a personal conference on the grievance. If the Chancellor or designee does not respond within the time limits, the grievant may appeal to the next step.

d. The Chancellor or designee shall communicate a decision within ten (10) days after receiving the appeal.

3. Step 3

a. In the event that the grievant is not satisfied with the decision at Step 2, the Association may request to the Chancellor that the grievance be submitted to a neutral arbitrator. Such request must be in writing, filed within ten (10) days with the Chancellor, and be accompanied by a written statement from the Association agreeing to take the grievance to arbitration.

b. If no agreement on a mutually acceptable arbitrator can be reached within ten (10) days after the written request is made, the Association shall request a list of arbitrators from the American Arbitration Association. All lists from the AAA shall contain only names of neutrals who are members of the National Academy Of

Arbitrators and who have issued at least five arbitration decisions since 1976 involving public school employers in California.

c. The arbitrator's decision will be in writing and will set forth the findings of fact, reasoning and conclusions of the issues submitted, and to determine a settlement which will resolve the grievance. The arbitrator shall be subject to the following limitations:

(1) The arbitrator shall have no power to add to, alter, subtract from, disregard, change, or modify any terms of this Agreement; but shall determine only whether or not there has been a violation of this Agreement as complained of by the grievant.

(2) The arbitrator shall have no power to establish salary structures.

(3) The award of the arbitrator shall be based solely upon the evidence and arguments presented to him/her in the presence of the parties, and upon any post-hearing briefs of the parties.

(4) The arbitrator shall not consider any issue raised by the grievant unless it was known by the District in an earlier Step of this Grievance Procedure.

All fees and expenses of the arbitrator shall be shared equally by the District and the Association. The District shall only bear its own expenses. All other costs will be borne by the party incurring them. If the District claims that a grievance should be dismissed because, for example, it falls outside the scope of the procedure, or was filed or processed in an untimely manner, such

a claim shall, at the option of the District and upon reasonable notice, be heard and promptly ruled upon by the arbitrator prior to any hearing on the merits of the grievance. Upon the request of either party, there shall be a suitable stay/continuance between such a ruling and any further proceedings which may be necessary. The District may forego the above preliminary motion procedure and have such a claim heard and ruled upon at the hearing prior to the receipt of evidence on the merits, but the District shall notify the Association prior to any hearing concerning any issue of arbitrability.

The award of the arbitrator shall be binding on the grievant, the Association and the District.

The arbitrator shall have no power to render a recommended settlement on a grievance filed before twenty (20) days after the effective date of this Agreement or after the termination of this Agreement.

D. Miscellaneous

1. No grievant shall use the Grievance Procedure to appeal any decision of the District or its representatives if such decision is pursuant to any order of or consent agreement with any state or federal court, regulatory commission or agency.
2. For purposes of efficiency, the District or the Association may consolidate grievances involving similar issues. If the grievant introduces new evidence at any Step in the Grievance Procedure, the District may require that the grievance be returned to the prior Step.
3. Grievances shall be filed and processed on Grievance Report Forms attached to this Agreement.

4. Time limits provided for at each Level of the Grievance Procedure shall begin the day after the occurrence of the act or omission, the receipt of the grievance, etc. Time limit may be extended or shortened only by mutual agreement in writing.

5. A grievant may be represented at all formal Steps of the Grievance Procedure by an Association designated representative.

6. The District shall not take reprisals against any member of the bargaining unit solely because such member filed a grievance or participated in the processing of a grievance.

7. Any member of the bargaining unit may at any time present grievances to the District and have such grievances adjusted, without the intervention of the exclusive representative, as long as the adjustment is reached prior to arbitration and is not inconsistent with the terms of the Agreement and the District shall not agree to a resolution of the grievance until the Association has received a copy of the grievance and the proposed resolution and has been given the opportunity to file a response.

8. All grievance forms and any attachments thereto shall be filed in a separate grievance file from the permanent personnel file.

ARTICLE 10 WAGES

A. Members of the bargaining unit shall receive an eight percent (8%) increase in wages retroactive to July 1, 1985 for those members of

the bargaining unit in paid status on the date of ratification of this Agreement (and for those members who retired effective during 1985-86) and with such increase proportionate to the time spent in paid status retroactive to July 1, 1985. This increase is reflected in the salary schedules in Appendices A-1, A-2, A-3, A-4, A-5 and A-6.

Members of the bargaining unit shall receive an additional eight percent (8%) increase in wages effective on July 1, 1986. This increase is reflected in the salary schedules in Appendices A-1a, A-2a, A-3a, A-4a, A-5a and A-6a.

B. Members of the bargaining unit who are employed on a 12-month basis earn twenty-two working days vacation exclusive of holidays in accordance with the following provisions:

1. All vacation computation is based upon a fiscal year of July 1 to June 30.
2. During the initial year of employment any twelve month employee employed other than at the beginning of the fiscal year earns at the rate of two (2) working days per calendar month that year with no credit for partial months.
3. Certificated employees may take vacation days earned any time after December 15th. Any time June 1st or after, an employee may be granted his full annual vacation. Vacation will be forfeited if not taken within fourteen (14) months after the close of the year (June 30th) in which it was earned.
4. Vacation earned in two different fiscal years may be combined and taken at one time, if it does not exceed the maximum vacation entitlement of either complete fiscal year. There

must be a period of at least two months of actual performance on the job between vacations that were earned in two different fiscal years. Any deviation from this policy must receive prior approval from the Board.

5. Vacations will be set with the convenience of both the employee and the District in mind, and are subject to the approval of the Chancellor or his designee.

6. Anyone who leaves a full-time certificated employee position must complete his earned vacation before July 1. In cases where certificated employees leave at their own request, all work must be completed and vacation arranged at the convenience of the District. Where certificated employees leave their positions at the District's request or because of retirement, the District will make every effort to make available the earned vacation prior to the end of the fiscal year.

7. Vacation is not earned while on sabbatical leave.

C. Payroll Errors

1. Whenever it is determined that an error has been made in the wages of an employee, the party identifying the error shall notify the other party in writing as soon as possible. Following such notification, the error shall be corrected within a reasonable period of time.

2. In the event of an underpayment to the employee, the District will provide the employee with a statement of the correction and a supplemental pay warrant within 30 days.

3. In the event of an overpayment to the employee, the employee will be given a reasonable opportunity to meet with District representatives to discuss the error. In the event that the

District and the employee do not mutually agree to a repayment schedule, the district will deduct a portion of the employee's wages (not to exceed 10% of the monthly net salary) in subsequent months until the District is fully reimbursed. An exception to the 10% deduction restriction shall be made when the employee's employment in the District is in the process of or has been terminated.

ARTICLE 11 HEALTH AND WELFARE BENEFITS

A. The District shall pay for the current 1985-86 Health, Dental and Life Plans for all regular and contract certificated employees who are employed and paid on an individual contract basis for half-time or more. If, in 1986-87, it appears that the amount paid by the District will exceed $2922.00 by more than ten (10) percent, the parties will negotiate over a different health plan or modify the existing health plan as quickly as possible. The Association agrees that the District may change to a self-funded approach to dental insurance during the term of this Agreement.

ARTICLE 12 WORK CALENDAR

A. The Work Calendar for all members of the bargaining unit shall be established by the District after consultation with the Association. Changes in the established work calendar may be made after consultation with the Association. The work calendar shall contain the numbers of workdays set forth in this Agreement, and shall be consistent with this Agreement. The calendar shall include Thanksgiving, winter and spring recesses. Service days for

members of the bargaining unit shall be scheduled on weekdays immediately before or after instructional days.

B. The District may establish an Academic Calendar Committee to prepare an Academic Calendar. Any such Academic Calendar Committee shall allow for representation by the Association. The Academic Calendar Committee shall prepare an Academic Calendar consistent with the work calendar and this Agreement and submit such Academic Calendar to the Chancellor for his consideration and later ratification by the Board.

ARTICLE 13 WORKLOAD

A. The work year for a regular ten-month full-time employee shall contain 181 workdays for any academic work year and at least 175 days of scheduled classes for students for any academic year. If the District determines within its discretion to extend the work year for any employee beyond the number of workdays for regular ten-month full-time employees, and the employee agrees, the employee with the extended work year shall receive per diem pay for each day the work year is extended beyond the number of workdays of regular ten-month full-time employees. The per diem pay shall be determined by dividing the specific step where the employee is currently placed on the Salary Schedule in Appendix A-1 of the relevant year by 181. If the District determines to extend the work year for any employee to twelve months, and the employee agrees, the employee shall earn twenty-two vacation days each fiscal year.

B. As set forth in Tables I and II attached and incorporated into this Agreement, a full-time employee is assigned 15 lecture hours per

week, or 21 lab hours per week, or 24 clinic hours per week, or 35 counseling hours per week, or 35 hours of other assigned responsibilities per week, or any combination of assignments such that the sum of full-time equivalencies equals 1.000000. Table I references whole hours and Table II references fractions of an hour. Both Tables are based on full-semester length courses. The District may assign some deviation between .950000 and 1.050000 without additional compensation, or calculate hours on a two semester basis rather than a one semester basis to allow for some flexibility in assignments. The term "lecture hours" shall mean instructor-student contact hours in which the instructor normally gives a lecture/presentation which was previously prepared and students are required to complete substantial work prior to or after such lecture/presentation. The term "lab hours" shall mean instructor-student contact hours in which the instructor normally supervises student activities in a laboratory environment. the activities are related to lecture hours, the instructor frequently provides instruction, and students are responsible for learning all information from the instruction and activities. The term "clinic hours" shall mean activities where instructors or other professionals normally only supervise students who are practicing specific skills.

C. The total workweek for all full-time employees shall be 40 hours. Less than full-time employees, with the exception of the hourly instructors, shall have a workweek of 40 hours pro-rated on the basis of full-time equivalency. A part-time employee, for example, assigned nine lecture hours per week (full-time equivalency of 0.6000000) shall have a total workweek of 24 hours. No overload

hours, extra-compensation work of any kind, or special contract assignments shall be included within the forty hours.

D. All full-time employees assigned 15 lecture hours per week, or 21 lab hours per week, or 24 clinic hours per week, or a combination involving lecture hours/lab hours/clinic hours shall maintain at least three posted office hours for students per week and two arranged office hours per week. Less than full-time employees, with the exception of hourly instructors, shall maintain a number of posted office hours for students per week pro-rated on the basis of full-time. All employees shall maintain records of their office hours. The District and the Association recognize the professional nature of the work performed by employees, and agree that full-time employees shall be available at the District facilities for a minimum of an additional five (5) hours per week (pro-rated for less than full-time employees) to perform required responsibilities. All full-time employees shall be available at District facilities for requirements of their assignments five days per week except in cases of holidays or vacation. No overload hours, extra-compensation work of any kind, or special contract assignments shall be included within the forty-hour workweek.

E. All full-time employees not included in provision D such as counselors, librarians, and nurses shall remain at District facilities for requirements of their assignments for thirty-five hours per week.

F. The hours of employment for all employees shall include all student contact responsibilities, posted office hours, arranged consultation hours, committee assignments, accurate grade and attendance record keeping, preparation of all required reports, attendance during service days, and other non-student contact responsibilities

as determined and assigned by the District. All full-time or regular employees also shall attend commencement ceremonies unless excused by the Chancellor or his designee.

G. The District shall apply the following provisions concerning minimum class sizes to all lecture and lab classes with the exception of independent study, research, coordinated instructional systems, and classes by arrangement with other entities:

1. In first semester classes the minimum enrollment shall be twenty (20) students.
2. In second, third and fourth semester classes the minimum enrollment shall be fifteen (15) students.
3. In summer session classes the minimum enrollment shall be twenty-four (24) students.

The District may make exceptions to the above provisions concerning minimum class sizes in cases where instructors have other classes with large numbers of students, in courses required for graduation, in courses required in a major or in a career subject area, where the infrequency of a course requires it to be given, where there is limited classroom size, in experimental programs, or in courses taught as overload without compensation.

H. The District shall apply the following provisions concerning maximum class sizes:

1. Student enrollment in any course by the end of the second week shall not exceed the maximum established by any applicable law.
2. Student enrollment in any course by the end of the second week shall not exceed the number of student spaces or work locations in the room or facility to be utilized.

3. Student enrollment in any course by the end of the second week shall not violate any applicable safety rule or regulation.

4. Student enrollment in any English Composition course (Basic Writing or Freshman Composition) by the end of the second week shall not exceed twenty-five students except with agreement of the instructor. This specific maximum shall apply only to English Composition courses which will meet all standards established by the University of California for number of words to be written by students in Composition courses.

I. No employee shall teach more than seven hours of overload per semester unless there is prior written approval from the Chancellor.

J. The District and the Association also recognize that the implementation of "clinic hours" in some cases such as the nursing program requires an expanded number of hours without additional compensation and flexibility since an instructor may be able to supervise a very small number of students at any one time.

ARTICLE 14 TRANSFER/REASSIGNMENT

A. A "transfer" is a movement of a bargaining unit member from one college to another. A "reassignment" is a movement of a bargaining unit member from one division to another division within a college. A "division" is a multi-disciplinary grouping containing related academic disciplines as established by the District. (During 1984-85 there were seven (7) divisions at Valley College and seven (7) departments or divisions at Crafton Hills College.) Nothing in this Article shall be interpreted as a restriction on the

right of the District to change its organizational structure(s). The District has the right to transfer or reassign bargaining unit members as long as any such transfer or reassignment does not violate the specific provisions of this Article.

B. A transfer/reassignment may be initiated by a Bargaining Unit Member (voluntary) or by the District (administrative).

C. A unit member may file a request for a voluntary transfer/reassignment at any time. Such request shall be maintained until October 1 of the next school year unless withdrawn earlier by the employee.

D. The District will consider all requests under this Article for voluntary transfers/reassignments from current unit members who have required credential(s) and meet minimum qualifications.

E. A voluntary or administrative transfer/reassignment shall be based upon the following considerations:

- Required credential(s).
- Bargaining Unit Member meets minimum qualifications for the specific vacancy as specified in any job posting and as determined by the District.
- Affirmative Action.
- Recency of acquired knowledge and/or demonstrated competence based on evaluations and/or recommendations in the subject field or position.
- Additional credential(s).
- Seniority in the District.
- Ability to perform all required tasks of the specific vacancy as specified by the job description.

- Ability to work with immediate supervisor(s) and any co-workers, and ability to perform with assigned students.

Criteria shall not be applied in an arbitrary or capricious manner.

F. If requested by a unit member, a conference will be held between the administrator who denied the request for voluntary transfer/reassignment and the unit member to discuss the reason(s) for the denial of the voluntary transfer/reassignment. At the request of the unit member, an Association representative may attend the conference.

G. If requested by a unit member, a conference will be held between the administrator who determined the administrative transfer/reassignment and the unit member to discuss the reason(s) for the administrative transfer/reassignment. At the request of the unit member, an Association representative may attend the conference. No administrative transfer/reassignment shall be arbitrary or capricious. Absent an urgent need for the immediate services of a unit member, any unit member who is administratively transferred/reassigned shall be given ten (10) regular scheduled workdays prior notice, except for during the summer break when such notice shall be thirty (30) days, and the Association also shall receive notice.

H. Nothing in this Article shall restrict the right of the District to make an administrative transfer/reassignment pursuant to provision E, or the right of the District to hire any new employee.

I. Any vacant position of 3/5 time or more shall be advertised in a posting. The posting shall include a closing date for submitting a request for transfer/reassignment which shall be not less than two

(2) weeks from the date of posting. No assignment to fill the vacancy shall be made until after the closing date.

J. If the District determines to transfer a program from one college to another, it will give ninety (90) days notice to unit members who object to transfer/reassignment, except if there is an urgent need.

ARTICLE 15 PERSONNEL FILES

A. The permanent/official personnel file of each unit member shall be maintained at the District Office.

B. Materials in the permanent/official personnel file of each unit member, which may serve as a basis for affecting the status of the unit member's employment, are to be made available for the inspection of the person involved. Such materials are not to include ratings, reports, or records which (1) were obtained prior to the employment of the person involved, (2) were prepared by identifiable examination committee members, or (3) were obtained in connection with a promotional examination. Every unit member shall have the right to inspect such materials upon request, provided that the request is made at a time when such person is not actually required to render services to the District. Non-instructional personnel may be authorized to inspect such materials during their working hours when necessary and within reasonable limits upon request and approval by their immediate supervisor.

C. Information of a derogatory nature, except for information listed in the three numbered phrases in the paragraph immediately above, shall not be entered or filed unless and until the unit member is given notice and an opportunity to review and comment thereon. Such notice shall allow fifteen (15) unit member's regularly

scheduled workdays for review and comment. A unit member shall have the right to enter and have attached to any such derogatory information, his/her comments thereon. After the effective date of this Agreement, all such material shall contain a reference as to the date(s) it was originally prepared and the name of the individual who determined that it should be filed. Review of any derogatory information may take place during normal business hours, and the unit member shall be released from duty for this purpose without salary reduction.

D. If a unit member disagrees with materials or the contents of materials to be placed in the unit member's permanent/official file, the unit member may prepare a written statement to be attached. Said written statement shall be filed within fifteen (15) of the unit member's regularly scheduled workdays.

E. A unit member may obtain a copy of materials in his/her permanent/official file, except for the information listed in the three numbered phrases in paragraph B.

F. Upon written authorization of the unit member, an Association representative may review the unit member's permanent/official personnel file or accompany the unit member in a review.

G. Material in a permanent/official personnel file shall be considered as confidential. Access shall be limited to those individuals authorized by the District on a need-to-know basis.

H. Anonymous derogatory information will not be placed in an employee's permanent/official personnel file.

ARTICLE 16 EVALUATION PROCEDURE

The District has the right to evaluate and assess the performance of each bargaining unit member.

A. The District also has the sole responsibility to evaluate and assess the performance of each bargaining unit member. Nothing in this Article shall allow a violation of Sections of the Education Code covering the procedures for evaluation of certificated employees in public community college districts in California.

B. Formal Evaluation Procedure

1. An initial conference between the evaluator and bargaining unit member shall occur before the formal evaluation procedure may begin and will include an explanation of the District evaluation procedure. The evaluator and the evaluatee shall cooperate in the scheduling of the initial conference. The evaluatee shall attend the initial conference. The evaluator shall not be a bargaining unit member.

2. The Formal Evaluation Procedure may include the three basic components:

   a. Student ratings of bargaining unit member effectiveness.

   b. Written self-assessment by the bargaining unit member based on duties performed and related to the specific assignment of the bargaining unit member.

   c. Written observations and assessments by one evaluator.

3. The Formal Evaluation Procedure may not include Standardized or District-developed achievement or aptitude test results.

4. The basic terms on which the formal evaluation is based may include:

a. Expertise in subject matter. The bargaining unit member shall:

- Demonstrate satisfactory knowledge of the subject(s) in which he/she works.

b. Techniques of instruction. The bargaining unit member shall:

- Use means of presenting subject content, e.g., lecture, discussion, demonstration or programmed systems, which effectively facilitate learning;
- Provide variety in the types of teaching techniques used as appropriate;
- Employ fair and reasonable examinations, i.e., consistent with the objectives of the course and with the principal content of the course.

c. Effectiveness of communication. The bargaining unit member shall:

- Communicate clearly to the students the objectives of the course;
- Explain clearly either orally, or by illustration, demonstration or example, the concepts which comprise the course material;
- Express him/herself clearly when engaged in dialogue with his/her students;
- Demonstrate an attitude toward students and colleagues which is conducive to communication.

d. Acceptance of responsibility. The bargaining unit member shall demonstrate his acceptance of responsibility by means other than instruction. This may be demon-

strated by any of the following items, but not necessarily limited to these items:

- Participation in committee work of the District, and/or college;
- Participation in other academic work, e.g., department, division, and faculty meetings;
- Adhering to the policies and regulations of the College and/or the District.

e. Performance in areas of responsibility other than in the classroom, if applicable. The bargaining unit member shall:

- Function effectively in positions of additional responsibility, e.g., as department head, coach or program coordinator, etc.

5. All counselors, librarians and other non-teaching bargaining unit members shall be evaluated by applicable portions of the components, items and procedures of evaluation in 2, 3, and 4 inclusive of all sub-sections therein.

6. Contract employees shall be evaluated at least once in each academic year. Regular employees shall be evaluated at least once in every two academic years.

7. Formal evaluations during the summer session must meet all requirements of this provision B, and shall be mutually agreed upon by the evaluator and evaluatee.

8. The formal evaluation summary and all related support documents shall be provided to the bargaining unit member no later than December 15 for any formal evaluation during the fall semester and no later than May 15 for any formal eval-

uation during the spring semester. Before the formal evaluation summary is completed or at the time it is completed, the bargaining unit member shall be given an opportunity to discuss the evaluation procedure and the possible results or results of the formal evaluation summary with the evaluator. The formal evaluation summary shall be dated, and signed by the evaluator. The evaluatee shall sign and date the formal evaluation summary when it is received. Such signature, by itself, shall not be interpreted as agreement with the contents or findings of the formal evaluation summary.

9. In the event of any dispute regarding any of the contents or findings of the formal evaluation summary, the bargaining unit member may prepare a written response within thirty (30) calendar days of receipt of the formal evaluation summary. The written response shall be attached to the formal evaluation summary in the personnel file.

10. If the formal evaluation summary cites specific deficiencies, the evaluator shall schedule a meeting with the evaluatee to discuss appropriate steps for improvement. The evaluator shall give specific written recommendations for improvement. If the subsequent formal evaluation summary indicates that the deficiencies have been corrected, a written statement of such improvement shall be prepared and signed by the evaluator and attached to the earlier formal evaluation summary.

C. The District has the responsibility to prepare and utilize evaluation forms and other forms relating to the evaluation and assessment of the job performance of each bargaining unit member. Before the District utilizes any printed or standardized evaluation form, the

Association shall be given an opportunity to review and consult on the forms.

D. Unit members shall not be required to participate in the evaluation(s) and/or observations of other unit members.

E. The District may conduct other observations or assessments in addition to the Formal Evaluation Procedure.

ARTICLE 17 PUBLIC CHARGES

A. Students, parents or citizens may present informal (oral) and/or formal (written) job related complaints regarding unit members to the District. Students, parents or citizens should be encouraged to present informal (oral) complaints first with the unit member who is the subject of the complaint, or with that unit member's immediate supervisor, prior to presenting any formal (written) complaint to the District.

B. Informal (Oral) Complaints:

No record of any informal (oral) complaint shall be placed in the personnel file of a unit member unless:

1. The unit member's immediate supervisor or a designee conducts an investigation about the complaint. Such investigation may include a conference with the complainant, a District representative, the unit member, and the unit member's representative. In addition the unit member may request a separate conference with the investigator.

2. The unit member has been given prior notice of the informal (oral) complaint and prior notice of any record to be filed such that the unit member has a reasonable opportunity (ten regular scheduled working days) to meet with and present

relevant information to his or her immediate supervisor and/or the Chancellor's designee, at the unit member's option, before the record is filed.

3. If the results of the investigation are to be placed in the file, the record shall contain an identification of the complainant and a description of the complaint as registered by the complainant.

C. Formal (Written) Complaints:

The District shall forward within ten (10) days to the unit member any formal (written) complaint regarding that unit member. No record of any formal (written) complaint or the complaint itself shall be placed in the personnel file of a unit member unless:

1. The unit member's immediate supervisor or a designee conducts an investigation about the complaint. Such investigation may include a conference with the complainant, a District representative, the unit member, and the unit member's representative. In addition the unit member may request a separate conference with the investigator.

2. The unit member has been given prior notice of the informal (oral) complaint and prior notice of any record to be filed such that the unit member has a reasonable opportunity (ten regular scheduled working days) to meet with and present relevant information to his or her immediate supervisor and/or the Chancellor's designee, at the unit member's option, before the record is filed.

D. No record of any complaint shall be kept if an investigation by the District shows that the complaint has no merit, or the District believes that no record shall be maintained.

E. Anonymous complaints (either oral or written) shall not be processed pursuant to the provisions of this Article.

F. Upon request the employee shall be allowed to review, and receive copies within three (3) working days upon request, of any and all documentation compiled by the District under provisions B and C.

G. The investigation of any complaint shall focus on the matter(s) in the complaint.

ARTICLE 18 LEAVES OF ABSENCE

A. Nothing in this Article shall allow a violation of Sections of the Education Code covering leaves for certificated employees in public community college districts in California. The District within its discretion may grant additional leaves with or without pay (e.g., acute bereavement); the District and the Association agree that the granting of any additional leave shall not establish a practice in the District.

B. Unless otherwise prohibited by applicable law or another provision of this Agreement, a bargaining unit member on an authorized paid leave of absence shall continue to receive regular salary and health and welfare benefits. Unless otherwise prohibited by applicable law or another provision of this Agreement, a bargaining unit member on an authorized short-term unpaid leave of absence for fifteen (15) days or less shall continue to receive regular health and welfare benefits. Unless otherwise prohibited by applicable law or another provision of this Agreement, a bargaining unit member on an authorized long-term unpaid leave of absence for more than fifteen (15) days shall continue to receive regular health and welfare benefits only if the member transmits to the District

on a regular basis the full monthly cost to the District of such benefits. Failure to provide regular and prompt payment to the District shall result in loss of coverage.

C. A bargaining unit member returning from any type of paid leave shall be entitled to return to a similar assignment held prior to the leave. A unit member returning from any type of unpaid leave shall be entitled to return to a comparable assignment held prior to the leave unless no comparable position is available because of the assignment of a regular or contract unit member.

D. The District shall provide an account of the number of days of illness/injury leave accumulated, plus the number of days entitled for the current school year. An accounting of such days should be provided by November 1 of each school year for each full-time or part-time bargaining unit member. The District also shall provide such information to hourly employees upon written request.

E. All verification of leaves may be initially accomplished by the immediate supervisor but only the Chancellor or designee has the authority of the District to approve verifications of leaves or make final decisions on leaves. The District may prepare and distribute leave forms as long as those forms do not violate the provisions of this Article. The District may adopt verification procedures to implement the provisions of this Article as long as those verification procedures do not violate the provisions of this Article.

F. Members of the "immediate family," as used in this Article, shall be restricted to the mother, father, grandmother, grandfather, or a grandchild of the employee or the spouse of the employee,

spouse, son, son-in-law, daughter, daughter-in-law, stepson, stepdaughter, brother, sister of the employee, or any other individual whose legal residence is in the immediate household of the employee.

G. 1. Sick Leave (Education Code Section 87781)

a. Every certificated employee employed five (5) days a week by the District shall be entitled to ten (10) days' leave of absence for illness or injury, exclusive of all days he is not required to render service to the District, with full pay for a school year of service. Certificated employees employed for more than ten (10) months per year shall be entitled to additional days' leave of absence for illness or injury up to a maximum of two (2) in one quarter (.25) increments dependent on the length of their contract (e.g., 10 3/4 month contract = 10.75 sick leave days). A certificated employee employed for less than five (5) school days a week shall be entitled, for a school year of service, to that proportion of ten (10) days' leave of absence for illness or injury as the number of days he is employed per week bears to five (5); pay for any day of such absence shall be the same as the pay which would have been received had the employee served during the day. Credit for leave of absence need not be accrued prior to taking such leave by the employee and such leave of absence may be taken at any time during the school year. If such employee does not take the full amount of leave allowed in any

school year under this provision, the amount not taken shall be accumulated from year to year.

b. The provision of extended illness leave relating to compensation shall not apply to the first ten (10) days of absence on account of illness or accident of any such employee employed five (5) days a week or to the proportion of ten (10) days of absence to which such employee employed less than five (5) days a week is entitled hereunder on account of illness or accident or to such additional days granted by the governing board. Any employee shall have the right to utilize sick leave provided for in this provision and the benefit provided by the provision of extended illness leave for absences necessitated by pregnancy, miscarriage, childbirth, and recovery therefrom.

c. Verification:

(1) The District may require that the employee provide written verification by a physician of the employee's incapacity if the employee has been on sick leave for five (5) or more consecutive days. The District shall require different written verification for an employee who has membership in a religious body whose traditional teachings include objections to the use of medical doctors.

(2) The Chancellor or designee may require appropriate verification (e.g. an affidavit) of the employee's incapacity for less than five (5) days if he has

reasonable grounds to believe that verification is appropriate under the circumstances.

2. Extended Sick Leave (Education Code Section 87780)

If a bargaining unit member is absent from duties on account of illness or accident for a period of five (5) school months or less, whether or not the absence arises out of or in the course of the employment of the employee, the amount deducted from the salary due him after the exhaustion of accumulated sick leave under provision G 1 for any month in which the absence occurs shall not exceed the sum which is actually paid a temporary employee employed to fill his position during his absence or, if no temporary employee was employed, the amount which would have been paid to the temporary employee had he been employed. The District acknowledges that under current Education Code Section 87780 it shall make every reasonable effort to secure the services of a temporary employee while a regular employee is on leave under this provision.

3. Pregnancy Leave (Education Code Section 87766)

a. A unit member may use sick leave provided for in this Article for absences necessitated by pregnancy, miscarriage, childbirth, and recovery therefrom. The length of the leave of absence, including the date on which the leave shall commence and the date on which the employee shall resume duties, shall be determined by the employee and the employee's physician.

b. Disabilities caused or contributed to by pregnancy, miscarriage, childbirth, and recovery therefrom are, for

all job-related purposes, temporary disabilities, and shall be treated as such under any health or temporary disability insurance or sick leave.

c. This provision shall be construed as requiring the District to grant leave with pay only when it is necessary to do so in order that leaves of absence for disabilities caused or contributed to by pregnancy, miscarriage, or childbirth be treated the same as leaves for illness, injury, or disability.

4. Industrial Accident and Illness Leave (Education Code Section 87787)

The District specifically limits its liability to the minimum requirements mandated by Education Code Section 87787.

a. An employee shall be allowed leave for not less than sixty (60) working days. Such leave shall not exceed sixty (60) working days in any one fiscal year for the same accident.

b. Allowable leave shall not be accumulative from year to year.

c. Industrial accident or illness leave will commence on first day of absence.

d. Payment for wages lost on any day shall not, when added to an award granted the employee under the Workers' Compensation Laws of this State, exceed the normal wages for the day.

e. Industrial accident leave will be reduced by one day for each day of authorized absence regardless of a compensation award made under workers' compensation.

f. When an industrial accident or illness occurs at a time when the full sixty (60) days will overlap into the next fiscal year, the employee shall be entitled to only that amount remaining at the end of the fiscal year in which the injury or illness occurred, for the same illness or injury.

g. When entitlement to industrial accident or illness leave has been exhausted, entitlement to other statutory sick leave will then be used; but if an employee is receiving workers' compensation, he shall be entitled to use only so much of his accumulated or available sick leave, accumulated compensating time, vacation or other available leave which, when added to the workers' compensation award, provide for a full day's wage or salary.

h. Any employee receiving benefits as a result of this section shall, during periods of injury or illness, remain within the State of California unless the District authorizes travel outside the State.

5. Personal Necessity Leave (Education Code Sections 87781.5 and 87784)

a. A bargaining unit employee may use no more than six (6) days of accumulated sick leave per school year in case of compelling personal importance or necessity.

b. For purposes of this provision, "compelling personal importance or necessity" is defined as:

- Serious illness of a member of the employee's immediate family;

- Death of a member of the employee's immediate family (if additional leave is required beyond Bereavement Leave);
- Accident involving the employee's person or property, or the person or property of a member of the employee's immediate family;
- An emergency requiring prompt response, which response cannot reasonably be made by anyone other than the employee and cannot be made at any time other than during the employee's working hours;
- When a unit member is required to appear as a witness in court, other than as a litigant, or to respond to an official order from another governmental jurisdiction for reasons not brought about through the connivance or misconduct of the employee, a leave without loss of salary shall be granted. The unit member will be paid the amount of the difference between the member's regular earnings and any amount(s) he receives as witness fees. The leave request form shall be submitted with a copy of the subpoena attached;
- Recognized religious holidays of a religious body in which the unit member regularly practices or has membership.

c. For purposes of this provision "compelling personal importance or necessity" shall not include:

- Recreation of any kind

- Engaging in other employment of any kind, including direct or indirect self-employment
- Social events
- Vacation
- Any concerted refusal to work
- Pursuit of other business, financial or economic interests of the employee
- Any illegal activity

d. Except in the case of an emergency, advance permission for leave taken pursuant hereto must be obtained from the Chancellor or designee, who shall have sole discretion to determine whether the request for leave qualifies hereunder. If possible, advance notice of taking leave for an emergency shall be given by the employee to the District Chancellor or designee.

e. A unit member may use not more than two (2) of the six (6) days of personal necessity leave under this provision for "personal business" which can be transacted only during the employee's working hours and reasonably cannot be transacted by anyone other than the employee. For purposes of this provision "personal business" shall not include any matter listed in paragraph c immediately above except for "pursuit of other business, financial or economic interests of the employee." The unit member seeking to use personal necessity leave under this provision for "personal business" must file a written statement with the Chancellor or designee, that such leave is for personal business which can be transacted

only during the employee's working hours and reasonably cannot be transacted by anyone other than the employee, and that the purpose of the personal business leave is entirely consistent with this provision. The Chancellor or designee shall grant such personal business leave unless there is a reasonable ground(s) to believe that additional verification is appropriate, which verification must be submitted to the Chancellor or designee.

6. Bereavement Leave (Education Code Section 87788)

Each member of the bargaining unit is entitled to a leave of absence, not to exceed three (3) days, or five (5) days if out-of-state travel is required, on account of death of any member of his immediate family. No deduction shall be made from the salary of such employee nor shall such leave be deducted from other leaves.

"Acute bereavement" is a type of additional bereavement beyond the leave in the above paragraph, and may be granted within the sole discretion of the District.

The Chancellor or designee may require reasonable verification of any such leave.

7. Jury Duty Leave (Education Code Section 87035)

Unit members shall be eligible for leave of absence when regularly called for jury duty in the manner provided for by law subject to the following provisions:

a. Subject to the provisions below, the unit member, while serving on jury duty, shall receive his/her regular earnings from the District and shall transmit to the

District all fees, exclusive of mileage received for jury service.

b. As a matter of general policy, the District does not normally encourage employees to seek exemption from or postponement of jury duty; the District will cooperate with the employee in any appropriate manner. Unit members who are denied an exemption or postponement after a good-faith application for same, shall be eligible for paid leave up to a maximum of five (5) unit members at any one time.

c. An employee on jury leave for one semester or less shall be entitled to return to the same assignment held at the time such leave commenced, unless such assignment has been discontinued, in which case the employee shall be entitled to a comparable position. An employee on jury leave for more than one semester shall be entitled to return to an assignment comparable to the assignment held at the time such leave commenced. In any case, the assignment of the employee upon return to work shall be comparable to that held at the time jury leave began.

8. Military Leave

The District shall grant all leaves for military purposes pursuant to the requirements of federal and state law.

9. Exchange Teacher Leave (Education Code Sections 87422, 87423, and 87424)

a. The District pursuant to applicable law may enter into an agreement with the proper authorities of any foreign

country, or of any state, territory, or possession of the United States, or other district within the state, for the exchange and employment of regularly credentialled employees and employees of public schools of any foreign country, state, territory or possession, or other district within this state.

b. Any certificated person so employed shall be known as an "exchange certificated employee."

c. No exchange shall be made without the consent of the employee.

10. Family Emergency Leave

Upon prior approval by the Chancellor or designee, and upon exhaustion of Personal Necessity Leave, a unit member may be granted a maximum of two (2) days paid leave in any school year to attend to a family emergency which requires the presence of the unit member. Such leave is not cumulative and is granted within the discretion of the District.

11. Professional Conference Leave

a. Bargaining unit members may, with approval of the college president, be permitted without loss of compensation to attend professional conferences directly related to their teaching or other District work assignments.

b. The length of any such short term leave shall not exceed the length of the business portion of such conference, plus necessary travel time.

c. No such leave shall be granted unless the unit member has requested and received approval on the appropriate District form.

12. Unpaid Leaves

Any unit member may be granted an unpaid leave of absence by the Board for reasons of study, travel, personal business, home responsibility, health, or for any other reason the Board may determine.

a. Health. An application for leave of absence for reasons of personal health in excess of the time for which sick leave benefits are payable to a unit member must be supported by the written recommendation of a licensed physician or health practitioner.

b. Study. An application for leave of absence for professional study must be supported by a written statement indicating what study or research is to be undertaken, or, if applicable, what subjects are to be studied at what institutions.

c. Travel. A leave of absence for the purpose of educational travel must be supported by a written statement itinerary indicating absence from the District for a majority of the time covered by the application for such leave.

d. Home Responsibilities. A leave for this purpose may be granted to a unit member to care for his/her immediate family member whose health temporarily requires the full-time attention of the unit member. The application for such leave must be supported by the written recommendation of a licensed physician or health practitioner. Such leave also may be granted to permit a unit member

to place a newborn or newly adopted child in his/her home.

e. Personal Business. A leave of absence may be granted to conclude essential legal actions or to obtain broadening professional experience, and must be supported by such evidence as the District may designate. The term "broadening professional experience" means experience gained through employment, study, or research which is not obtainable in a manner which might otherwise qualify a unit member for study leave as set forth in subsection b above; and which, in the judgment of the Board, will increase the unit member's competence in relation to his/her present or anticipated assignment within the District.

f. Unit Member Who Is Elected To The Legislature (Education Code Section 87701)

A regular (permanent) unit member who is elected to the Legislature shall be granted a leave of absence. Within six (6) months after the term of office of such permanent unit member expires, the permanent unit member shall be entitled to return to the District to the position held at the time of election.

g. Unit Member Who Is Elected To Other Full-Time Public Office

A permanent unit member who is elected to any full-time public office other than the Legislature may be granted an unpaid leave of absence for the length of the term or terms of office. The permanent unit member utilizing

such leave shall notify the District in writing of intended return ninety (90) days prior to the intended date.

H. Sabbatical Leave (Education Code Sections 87767-87774)

1. a. Sabbatical Leaves for unit members may be granted by the Board within its discretion. If the Board determines to grant any Sabbatical Leave it shall do so consistent with the following provisions. If the Board determines that it may grant any Sabbatical Leaves for the following school year, it will notify employees prior to October 1 of the possible number of Sabbatical Leaves. Such notification, however, is no guarantee of any Sabbatical Leave for the following school year.

b. A Sabbatical Leave may be granted only to a bargaining unit member who has rendered service to the District for at least six consecutive years preceding the granting of any Sabbatical Leave, and the bargaining unit member has not been granted a Sabbatical Leave within at least a six-year period. No authorized absence from the District within the six consecutive years preceding the granting of any Sabbatical Leave shall be deemed a break in service for purposes of computing the six consecutive years required by this paragraph.

c. A Sabbatical Leave may be granted for a period not to exceed one year. A Sabbatical Leave may be granted for one semester or two semesters.

d. Any bargaining unit member granted a Sabbatical Leave shall enter into a written agreement with the District consistent with applicable law, which shall contain an

agreement by the bargaining unit member to render a period of service in the District following the return to the District from the leave of absence equal to twice the period of the leave.

e. At the expiration of any Sabbatical Leave, the bargaining unit member, unless there is agreement to the contrary, shall be reinstated in the position held at the granting of the Sabbatical Leave. A Sabbatical Leave shall not be construed as a break in service required for normal advancement on the salary schedule. A bargaining unit member while on Sabbatical Leave is an employee of the District in paid status, but the District is freed from any liability for the payment of any compensation or damages provided by law for the death or injury while the employee is on any Sabbatical Leave.

2. Sabbatical Leave Committee

a. All proposals for Sabbatical Leaves shall be evaluated by a Sabbatical Leave Committee at each college. The Sabbatical Leave Committee shall be a standing committee at each college.

b. The Committee shall weigh the value of each proposed Sabbatical Leave to the unit member, to the students, and to the District. The Committee also shall weigh reasonable distribution of Sabbatical Leaves among departments and divisions, and seniority.

3. Purpose of Sabbatical Leave

Sabbatical Leaves may be granted for purposes that include, but are not limited to, the following:

a. Academic study or professional research from an accredited institution of higher education. A unit member who applies for leave for this purpose shall agree to undertake advanced study or independent research related to his/her teaching assignment. No less than six (6) units of course work or equivalent research per semester shall be acceptable from an accredited institution of higher education or approved program.

b. On-site research project. Special projects shall be designed to expand the unit member's knowledge so that he or she will be a greater asset and credit to the District, worth to the student being the ultimate measure. These projects may also include development of educational programs and curricula. Projects which involve extensive travel outside the county must include a detailed itinerary.

c. Approved teaching or research fellowships and teacher exchange programs.

d. Work or research in industry, business or government. Positions shall be restricted to those related to the applicant's field and ones which shall be of benefit to the District and for the improvement of instruction. If any work for compensation is involved in the program for Sabbatical Leave, the applicant shall make clear how such work will contribute directly to the professional growth of the applicant, and compensation received therefrom shall be incidental to the purposes of the leave

(e.g., a scholarship, fellowship, or grant for graduate study or research).

e. A Sabbatical Leave of absence may be granted for a program of study or for travel, or for a special program which will clearly enrich the applicant's professional competence.

f. Other experiences that may be approved by the Board.

4. Applications

a. Applicants for Sabbatical Leaves shall file with their College Sabbatical Leave Committee a written request containing detailed plans of their proposal.

b. Applications shall be filed on or before November 1 of the fiscal year preceding the proposed leave.

c. Applications and recommendation of each campus committee shall be forwarded to a District Sabbatical Leave Committee composed of six (6) members, one each appointed by each college president, and one each by each academic senate, and two (2) by the Association. The District Sabbatical Leave Committee shall forward its recommendations to the Chancellor for review and any recommendation to the Board.

5. Compensation

a. If the Sabbatical Leave is for two (2) semesters, compensation shall be fifty percent (50%) of the unit member's regular contract salary.

b. If the leave is for one semester, the compensation shall be the unit member's full regular contract teaching salary for one semester.

c. Salary while on leave shall be paid monthly during the fiscal year in the same manner as unit members are paid.

d. The District shall not pay travel costs or salary or provide remuneration other than the Sabbatical Leave salary during the period of the leave. Exceptions will be considered by the Board upon the recommendation of the Chancellor.

6. Accountability

a. A Report of Completion must be completed upon return to regular employment. During the first semester after return, each recipient must file a comprehensive written report of the Sabbatical Leave. This report must make specific evaluation of the leave in terms of each of the purposes stated in the original application. The report must identify as clearly as possible the benefits to students of the District that have accrued from the Sabbatical Leave.

7. Incomplete Sabbatical Leave

a. If the program for Sabbatical Leave is interrupted because of serious accident or illness which makes it impossible to fulfill the purpose(s) of the Sabbatical Leave, such event will not be construed as a failure to fulfill the conditions under which the leave was granted; nor shall such interruption affect the amount of compensation to be paid the unit member under the terms of the leave agreement, provided, however, that the District shall have been notified by registered mail within thirty

(30) days of the time of the accident or the onset of illness.

ARTICLE 19 MILEAGE REIMBURSEMENT

A. Mileage reimbursement to members of the bargaining unit is granted only when members of the bargaining unit must use their personal vehicles in connection with their assignments and in performance of their duties. If the bargaining unit member reports to a worksite other than his/her primary campus for performance of duties, the bargaining unit member may claim reimbursement for the distance between his/her primary campus and the worksite.

B. Mileage reimbursement shall be made at the prevailing State of California rate. Reimbursement shall be granted only after presentation of an appropriate claim to the responsibility center manager. Reimbursement shall be paid within sixty (60) days after presentation of an appropriate claim to the responsibility center manager.

ARTICLE 20 SAFETY CONDITIONS OF EMPLOYMENT

A. The District shall furnish a place of employment which is safe for members of the bargaining unit.

B. The District shall not require any member of the bargaining unit to be in a place of employment which is not safe. No member of the bargaining unit shall leave the member's work station without authorization of the member's immediate supervisor unless there is clearly an emergency. If a unit member does leave his work

station because of an emergency, he will notify promptly his immediate supervisor or the College President or his designee.

C. Members of the bargaining unit have a responsibility to advise the District immediately of any condition which a reasonable person would consider unsafe.

D. An employee may, when necessary, use reasonable force in the performance of his or her duties in the interests of self-protection. Such force must not exceed that which is needed to repel or protect from bodily injury. An employee also may take reasonable action for the protection of others and for the protection of District, student or employee property. Under such circumstances, an employee must exercise mature judgment and must act and react in a reasonable and prudent manner. This provision should not be construed as a requirement that an employee must place himself in immediate danger of serious bodily injury in order to protect another individual or property.

E. 1. Reimbursement to employees for any verified loss, damage or destruction of personal property suffered while performing services for the District shall be made only if the value is more than $25.00 and the employee took all reasonable steps to protect such personal property. The maximum reimbursement for any one item is $300.00.

a. The maximum reimbursement for any vehicle damage shall be $250.00. Reimbursement for vehicle damage is strictly limited to actual use during and within the scope of employment or when the employee's vehicle is parked in a District parking area which is approved for unit members (and where a parking permit is required) and

where the employee has no other reasonable method of transportation to and from his assigned job location. Reimbursement for vehicle damage also is strictly limited to day and evening hours when the employee is required to be at his job location.

b. The total reimbursement for all loss, damage or destruction of personal property for all employees and/or all incidents under these provisions shall not exceed $5,000.00 in any fiscal year. This total reimbursement, however, shall not apply to personal property under provision E 3 which requires prior written approval.

2. A written request for reimbursement must be filed by the employee within twenty (20) regularly scheduled workdays of the incident with the District Business Office. The District Business Office shall conduct such investigation as may be necessary. The burden of proof in all cases is with the employee seeking reimbursement.

3. Reimbursement for verified loss, damage or destruction of personal property suffered while performing services for the District is provided only when written approval for the use of the personal property in the schools was given by the President before use while performing services for the District. All such prior approval shall be in writing. Exceptions to such prior approval shall be vehicles, women's purses, eyeglasses, hearing aids, dentures, watches, or articles of clothing necessarily worn or carried by the employee. The employee must take reasonable steps to protect all personal property. The President or Chancellor may cancel the

approval at any time upon written notice to the employee. After such cancellation is sent by the President or Chancellor and received by the employee the previous approval will terminate in (2) two scheduled workdays.

4. If an employee receives any payment from an insurance carrier for any loss, damage or destruction for which the District gave reimbursement, the employee shall repay the District if such payment from an insurance carrier covers the same loss, damage or destruction covered by the District. The District shall, in addition, have all rights of subrogation; and the employee shall execute all assignments and other documents and cooperate and perform all other acts as required by the District in pursuing such rights of subrogation. If receipt of any payment from an insurance carrier would terminate the employee's insurance policy, and the employee would be refused similar or like insurance coverage from similar or like insurance companies, this provision shall not apply.

5. This provision should not be construed as a restriction regarding an employee bringing personal property on District property at the employee's own risk.

6. The District will reimburse for the actual value of the lost, damaged or destroyed personal property. Reimbursement may be made on the basis of repair cost if it is economical, feasible and not greater than the actual value.

F. The District shall provide general liability insurance for employees to cover the duties of employees within the scope of their employment and District-approved activities. If the District changes this

general liability insurance it will notify the Association President about change in coverage.

G. The District shall allow for Association representation on any District-wide committee or any college-wide committee appointed by the Board or Chancellor or college president for the purpose of developing and promulgating safety rules or safety programs which may significantly affect unit members.

H. In the event that a District administrator knows through appropriate documentation that a student may pose a serious threat to the safety of employees or other students, the District shall notify the unit member who has direct supervision over such a student about the possible safety threat.

I. If an employee is required to work at a job location on a college campus which is isolated from other employees, which is not in an office or room which can be secured or locked, and which may reasonably be considered unsafe, the employee may apply to the District Safety Committee for an appropriate communication device. For purposes of this provision, the term "isolated" shall mean sufficiently remote to prevent oral communications with another employee. The decision of the District Safety Committee shall be final.

J. No unit member shall be required to provide specialized health care service unless such specialized health care service is within the scope of the unit member's employment.

ARTICLE 21 REDUCTION IN FORCE

A. This Article is entered into in accordance with the Educational Employment Relations Act.

B. In the event the District determines pursuant to applicable current law that regular (permanent) and/or contract (probationary) unit members shall be subject to layoff, the District normally shall give notice to the Association within ten (10) days after the preliminary notice to unit members.

C. Once the determination to lay off regular (permanent) and/or contract (probationary) unit members has been made by the District and the preliminary notice has been sent to the unit members pursuant to applicable Sections of the Education Code, the Association may request information legally required and incident to those unit members receiving the preliminary notice.

D. Notices of lay off shall be given pursuant to applicable Education Code Sections.

E. Benefits for unit member(s) who are laid off pursuant to this Article:

1. Once a unit member's employment is terminated pursuant to this Article, he/she shall be eligible for health benefits as set forth in the Agreement through August 30 of the calendar year in which the unit member is laid off, paid by the District at the same District contribution rate in effect immediately prior to the date the unit member was laid off.

2. The laid-off employee(s), for a period not to exceed six (6) additional months, shall have the option to remain an active participant in the District health benefits program as set forth in the Health and Welfare Benefits provision of the Agreement unless:

(a) the employee fails to pay the full cost of any and all premiums through payment at least one month in advance of the month of coverage, or

(b) there is a break in the laid-off employee's participation in the health benefits program any time immediately prior to the layoff and for a period of six (6) months following the date of the layoff or severance from employment, or

(c) the laid-off employee fails to remain eligible for the health benefits, or

(d) the laid-off employee becomes eligible for medical benefits through another employer.

F. Regular (permanent) certificated employees who are laid off shall be granted all rights under Section 87744 of the Education Code as may be amended or current and applicable statutory law:

1. For the period of thirty-nine (39) months from the date of layoff, any permanent employee shall have a preferred right to reemployment in the order of original employment determined by the District in accordance with law.

2. Employees who wish to take advantage of the preferred right to reemployment shall keep the Personnel Department apprised in writing of their current mailing address(es), and of any changes in their credentials.

3. When actual vacancies occur, the District shall notify by the order of original employment as earlier determined the laid off employee(s) who holds the proper credential required by the vacancy. This notice shall be sent by certified mail to the employee's current mailing address on file with the Personnel Department. The notified employee shall notify the District in

writing of his/her acceptance within ten (10) days of mailing by the District. Failure to do so shall mean that the employee has waived his/her reappointment right to any vacancy stated in the notice from the District.

4. The right to reappointment may be waived by an employee for not more than one (1) school year, but such waiver shall not deprive the employee of his/her right to subsequent offers of reappointment.

5. As to any such employee who is reappointed, the period of the absence shall be treated as a leave of absence and shall not be considered as a break in the continuity of service; he/she shall retain the classification and order of employment he/she had when his/her services were terminated; any credit for prior service under any state or district retirement system shall not be affected by such termination, but the period of the absence shall be counted as a part of the service required for retirement.

6. During the period of the preferred right to reappointment, any such employee shall, in the order of original employment, be offered prior opportunity for temporary service during the absence of any other employee who has been granted a leave of absence or who is temporarily absent from duty; provided, that his/her services may be terminated upon the return to duty of said other employee, that the compensation he/she receives shall not be less than the amount he/she would receive if he/she were being reappointed, and that said temporary service shall not affect the retention of his/her previous classification and rights.

7. This Article shall not be interpreted to give laid-off employees additional rights beyond those required by law, or deny any rights guaranteed by law.

G. Contract (probationary) certificated employees who are laid off shall be granted all rights under Section 87745 of the Education Code as may be amended or current and applicable statutory law.

1. For the period of twenty-four (24) months from the date of layoff, any probationary employee shall have a preferred right to reemployment in the order of original employment as determined by the District in accordance with law.

2. Employees who wish to take advantage of the preferred right to reemployment shall keep the Personnel Department apprised in writing of their current mailing address(es), and of any changes in their credentials.

3. When actual vacancies occur, the District shall notify by the order of original employment as earlier determined the laid off employee(s) who holds the proper credential required by the vacancy. This notice shall be sent by certified mail to the employee's current mailing address on file with the Personnel Department. The notified employee shall notify the District in writing of his/her acceptance within ten (10) days of mailing by the District. Failure to do so shall mean that the employee has waived his/her reappointment right to any vacancy stated in the notice from the District.

4. As to any such employee who is reappointed, the period of the absence shall be treated as a leave of absence and shall not be considered as a break in the continuity of service; he/she shall retain the classification and order of employment

he/she had when his/her services were terminated; and credit for prior service under any state or district retirement system shall not be affected by such termination; provided, however, that the period of the absence shall not be counted as part of the service required for attaining permanent status in the District or for retirement purposes.

5. During the period of the preferred right to reappointment, any such employee shall, in the order of original employment, and subject to the rights of permanent employees, be offered prior opportunity for temporary service during the absence of any other employee who has been granted a leave of absence or who is temporarily absent from duty; provided, that his/her services may be terminated upon the return to duty of such other employee, that such temporary service shall not affect the retention of his/her previous classification and rights, and that such an employee shall be given a priority over other employees.

6. This Article shall not be interpreted to give laid-off employees additional rights beyond those required by law, or deny any rights guaranteed by law.

H. Unit members who receive final notices of layoff pursuant to applicable Sections of the Education Code may utilize the two paid days of leave for "personal business" pursuant to and consistent with Article 18 G.5.c. for the purpose of attending bona fide job interviews with prospective employers.

I. Application And Interpretation Of This Article

1. The provisions of this Article do not apply to unit members who are not subject to layoffs under Education Code Section 87743.

2. The provisions of this Article shall be interpreted as full settlement of all negotiations on the matter of unit member layoffs, reemployment and the impacts and effects of those matters. The Association hereby clearly and unequivocally waives its rights to meet and negotiate all those matters during the term of this Agreement.

3. With the exception of provisions B, E, F, G and H no provision or provisions of this Article shall be grievable or arbitrable.

4. Laid-off employees shall not be considered as members of the bargaining unit for any reason.

ARTICLE 22 EARLY RETIREMENT AND PRE-RETIREMENT REDUCED WORKLOAD

A. Early Retirement - Consultant Contract Plan

1. The District may allow eligible unit members to retire from the District before age 70 and award consultant contracts to those eligible unit members upon retirement. To be eligible, a unit member must:

a. Have been employed in the District on a full-time basis for a minimum of ten (10) years.

b. Be at least 55 years of age.

c. Apply to the Chancellor or his designee to receive the consultancy contract(s). The District must agree to

award the consultancy contract(s), and the unit member must retire from the District in accordance with all applicable statutes, rules and regulations of the State Teachers' Retirement System. The District may disapprove any application as long as any disapproval is not arbitrary or capricious.

d. Not be on any disability retirement under the State Teachers' Retirement System.

e. Apply to the Chancellor or his designee to receive the consultancy contract(s) by March 15 of the academic year in which retirement will become effective.

2. Any consultant contract(s) shall be awarded at the discretion of the District under the following conditions:

a. A unit member accepted under this Plan can never return as a full-time employee. He/she will be employed as a part-time employee in retired status in accordance with the statutes, rules and regulations of the State Teachers' Retirement System. At the termination of this Plan the unit member may be employed as a part-time employee on the non-contract faculty rate.

b. The unit member shall have the option to remain an active participant in the District health benefits program as set forth in the Health and Welfare Benefits provision of this Agreement up to age sixty-five (65) unless:

(1) The retired unit member fails to pay the full cost of any and all premiums for retired employees through payment at least one month in advance of the month of coverage, or

(2) The retired unit member becomes eligible for health benefits through another employer.

c. Compensation shall be at the rate of 18.5% of the unit member's last full-time contract (10 months teacher's salary without additional amount for added services) for twenty-five (25) days, not to exceed a maximum of $5,000 adjusted pursuant to Education Code Section 23919 in any one fiscal year. The unit member will submit quarterly or monthly reports detailing the hours worked and the duties performed.

d. The District has no obligation to accept the application of the employee to participate in this Plan.

B. Pre-Retirement Reduction to Part-Time Employment Status Plan

1. The District may allow eligible unit members to reduce their workload from full-time to part-time duties and still receive the retirement service credit they would receive if employed on a full-time basis. The purpose of this Plan is to implement Education Code Sections 87483 and 22724. If, during the term of this Agreement, the Legislature should modify either or both statutes, this provision may be reopened for negotiations at the request of either party. To be eligible, a unit member must:

a. Have been employed full-time by the District in a position requiring certification for at least ten (10) years of which the immediately preceding five (5) years were full-time employment.

b. Have reached the age of fifty-five (55) prior to reduction in workload under this Plan.

c. Have been employed full-time in a position requiring certification for a total of at least five (5) years without a break in service during the period immediately preceding a request for a reduction in workload. Sabbaticals and other approved leaves of absence shall not constitute a break in service. Time spent on a sabbatical or other approved leave of absence shall not be used, however, in computing the five-year full-time service requirement prescribed herein.

d. Request that the Plan be exercised. The reduction in workload can be revoked only with the mutual consent of the District and the unit member.

e. Apply to the Chancellor or his designee by January 15 in the academic year before the reduced workload is requested to be effective.

2. Any reduction to part-time duties shall be approved at the discretion of the District under the following conditions:

a. If participation in the Plan is approved by the District, the unit member must make full contributions to the State Teachers' Retirement System in full accordance with the law equal to the amount required for a full-time unit member.

b. If participation in the Plan is approved by the District, except for the reduction in salary corresponding to the reduced workload, the District shall make contributions to the State Teachers' Retirement System in full accordance with law.

c. The minimum part-time employment shall be the equivalent of one-half of the number of days of service required by the unit member's contract of employment during the unit member's final year of service in a full-time position.

d. The period of part-time employment after the reduction shall not exceed five (5) years.

e. The period of part-time employment after the reduction shall not extend beyond the end of the school year during which the unit member reaches the age of 70.

f. The District has no obligation to approve the application of the unit member to participate in this Plan, but no application shall be disapproved solely for arbitrary or capricious reason(s).

g. If participation in the Plan is approved by the District, the District shall make contribution to the District health benefits program as set forth in the Health and Welfare Benefits provision as if the unit member were still employed full-time.

C. If the District in any year determines that it will want to implement a special one-time early retirement incentive program for bargaining unit members, the District shall so notify the Association in writing. If the Association wants to negotiate over such a program rather than allow the District to adopt one unilaterally, the Association shall demand to negotiate over such a program in writing to the District within five (5) calendar days. If the Association makes a timely demand to negotiate, the District will

not implement any such program unless it first reaches agreement with the Association.

ARTICLE 23 BENEFITS FOR EMPLOYEES WHO RETIRE DURING THE TERM OF THIS AGREEMENT

A. The District will provide the following benefits for employees who retire during the term of this Agreement with such benefits continuing only for the term of this Agreement:

1. If a bargaining unit member actually retires from the District and is on retirement with the State Teachers Retirement System, such bargaining unit member shall have the option to remain an active participant in the District health benefits program as set forth in the Health and Welfare benefits provision of the Agreement until age 65, subject to all of the following conditions:

a. The retired bargaining unit member attained the age of 60 before retirement unless such retirement was a disability retirement.

b. The bargaining unit member completed a minimum of ten (10) years of service with the District prior to retirement unless such retirement was a disability retirement which requires a minimum of five (5) years of service prior to disability retirement.

c. The bargaining unit member must have been an employee of the District immediately preceding retirement with the State Teachers Retirement System.

d. The District shall pay the costs of such participation by the bargaining unit member pursuant to and consistent

with the Health and Welfare benefits provision of the Agreement.

2. Pursuant to and consistent with applicable law, such as Education Code Sections 7000-7003, once a bargaining unit member is retired from the District, he/she shall have the option to remain an active participant in the District health and dental care benefit programs as set forth in the Health and Welfare benefits provision of the Agreement unless:

   a. The retired bargaining unit member fails to pay the full cost of all premiums for retired employees through payment at least one month in advance of the month of coverage, or

   b. The retired bargaining unit member becomes eligible for such benefits through another employer.

3. Once a bargaining unit member is retired from the District, he/she shall be designated as "Professor Emeritus" if the bargaining unit member had been employed in the District on a full-time continuous basis for a minimum of fifteen (15) years immediately prior to retirement. The designation of "Professor Emeritus" shall have no benefits, but the District, if practical within its discretion, may provide office facilities for a retiree who is designated as "Professor Emeritus."

4. Once a bargaining unit member is retired from the District, he/she shall receive the existing "Gold Card" package, which may be changed or modified within the discretion of the District, if the bargaining unit member worked as a certificated employee for fifteen (15) years in the District prior to retirement. During the term of this Agreement, the "Gold

Card" package shall contain a waiver of normal fees for regularly scheduled athletic events in the District and normal fees exclusive of all meal charges for regularly scheduled cultural events such as lecture series.

ARTICLE 24 MISCELLANEOUS PROVISIONS

A. This Agreement shall supersede any policies and practices of the District which are inconsistent with the specific and express terms of this Agreement.

B. The specific and express terms of this Agreement shall not be implemented by the District in a manner which is arbitrary or capricious.

C. The District shall pay rental fee for academic garb for graduation or any other college function requiring such garb.

D. The Association recognizes the powers and authority of the District to maintain the efficiency of District operations, determine budgetary allocation, and build, move or modify facilities. The District recognizes that resources such as office space, telephones and parking spaces should be made available to permanent full-time bargaining unit members. The District also recognizes that a separate employee lounge area should be made available at each of the two campuses on at least a part-time basis unless educational or facility requirements indicate otherwise.

E. The Association recognizes the powers and authority of the District to determine the kinds and levels of services to be provided, and the methods and means of providing them, determine staffing patterns, determine the number and kinds of personnel required and maintain the efficiency of District operations. The District

recognizes that support should be given to bargaining unit members in terms of necessary clerical assistance and laboratory aides.

ARTICLE 25 NO CONCERTED REFUSALS TO WORK

A. It is agreed and understood that there will be no strike, work stoppage, slow-down, refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by the Association or by its officers, agents, or members during the term of this Agreement, including compliance with the request of other employee or labor organizations to engage in such activity.

B. The Association recognizes the duty and obligation of its representatives to comply with the provisions of this Agreement and to make every effort toward inducing all employees to do so. In the event of a strike, work stoppage, slow-down, refusal or failure to fully and faithfully perform job functions and responsibilities, or other interference with the operations of the District by employees who are represented by the Association, the Association agrees in good faith to take all necessary steps to cause those employees to cease such action.

C. It is agreed and understood that any employee violating this Article may be subject to discipline up to and including termination by the District.

D. In the event of any concerted refusal to work, the District has the right to suspend or modify any provision of this Agreement concerning leaves of absence with regard to those employees who participate in the concerted refusal to work.

E. The District and the Association agree that it is to their mutual benefit to encourage the resolution of differences through the meet and negotiation process. Therefore, it is agreed that the Association will support this Agreement for its term and will not appear before the Board of Trustees to seek change or improvement in any matter subject to the meet and negotiation process except by mutual agreement of the District and the Association.

F. During the term of this Agreement the District will not lock out employees in the bargaining unit.

ARTICLE 26 EFFECT OF AGREEMENT

A. The District and the Association mutually agree that the terms and conditions set forth in the Articles and provisions of this Agreement represent the full and complete understanding and commitment between the parties which may not be altered, changed, added to, deleted from or modified unless by mutual consent in writing or by a procedure expressly allowing same stated in this Agreement.

B. The District and the Association also mutually agree that this Agreement shall be in full settlement of all issues which were, could have been, or may be the subject of meeting and negotiating. It is further agreed that none of such issues shall be subject to meeting and negotiating during the term of this Agreement unless by mutual consent in writing or by a procedure expressly allowing same stated in this Agreement. The District has the right to act on any matter during the term of this Agreement as long as any action is not in violation of this Agreement.

C. The District and the Association hereby clearly and unequivocally waive their rights to meet and negotiate during the term of this Agreement unless otherwise expressly stated in this Agreement.

D. Any policies and practices of the District in conflict with or inconsistent with the specific and express terms of this Agreement may be deleted by the District. The District may amend, change, delete or adopt policies and practices as long as those policies and practices do not violate specific and express terms of this Agreement.

ARTICLE 27 STATUTORY CHANGES

If there is a change in a state or federal statute after the ratification of this Agreement which results in direct conflict with any specific and express term of this Agreement, either party may demand to negotiate a replacement.

ARTICLE 28 SAVINGS

A. If any provision of this Agreement is held to be contrary to law by a court of competent jurisdiction, said provision shall be deleted from the Agreement, but all other provisions shall continue in full force and effect for the duration of this Agreement. Upon the demand by either party, the parties will meet and negotiate over a replacement provision for the deleted provision.

ARTICLE 29 DURATION OF AGREEMENT

A. On or before May 1, 1987 and May 1, 1988, either the District or the Association may give written notice to the other party, by

certified mail, of its desire to terminate the salary schedules in Appendix A, the article on Wager and two articles of each party's choice. Upon receipt of this written notice, arrangements shall be made for meeting and negotiating to commence after adherence to the Public Notice provision of the Educational Employment Relations Act.

B. In the event that neither party gives appropriate written notice under provision A, the salary schedules in Appendix A and all articles shall be extended for at least another year.

C. If appropriate written notice is given under provision A, pending a conclusion of negotiations, the salary schedules in Appendix A and all articles shall remain in full force and effect.

D. On or before April 1, 1989, either the District or the Association may give written notice to the other party, by certified mail, of its desire to terminate this Agreement. Upon receipt of this written notice, arrangements shall be made for meeting and negotiating to commence after adherence to the Public Notice provision of the Educational Employment Relations Act.

E. In the event that neither party gives appropriate written notice under provision D, this Agreement shall be extended for at least one more year.

This Agreement has been ratified by the Association on July 23, 1986.

For The Association: Susan Purkart President, SBCCDTA

This Agreement has now been ratified by the Board on Aug 14, 1986.

For The Board: Joe Baca PRESIDENT Ann B. Gresham CLERK

A81

GRIEVANCE REPORT FORM
SBCCD AND SBCCDTA
CERTIFICATED EMPLOYEE
STEP 1

Name Of Grievant: _____

Date Grievance Filed: _____

Current Assignment Of Grievant: _____

_____

Specific Article(s) And Provision(s) Of The Agreement Allegedly Violated, Misapplied or Misinterpreted By The District:

_____

_____

Statement Of Grievance Which Must Be Clear And Concise Indicating All Circumstances Involved, And Any Decision At The Informal Level:

Remedy Sought: _____

_____

_____

_____

_____
Grievant's Signature

_____
Grievant's Representative (If Any)

Date Received By The Immediate Supervisor: _____

Distribution: Grievant, Association

A82

GRIEVANCE REPORT FORM
SBCCD AND SBCCDTA
CERTIFICATED EMPLOYEE
RESPONSE AT STEP 1

Name Of Grievant: _____

Date Grievance Filed: _____

Name Of Immediate Supervisor: _____

Decision Of Immediate Supervisor And Reason(s) Therefore:

_____
Immediate Supervisor's Signature

_____
Date

Distribution: Grievant, Association

A83

GRIEVANCE REPORT FORM
SBCCD AND SBCCDTA
CERTIFICATED EMPLOYEE
STEP 2

Name Of Grievant: _____

Date Step 2 Filed: _____

Statement Of Reasons For Appeal Of Decision To Step 2 (Must Attach Copy Of Original Grievance And Copy Of Decision At Step 1 (If any):

_____
Grievant's Signature

_____
Grievant's Representative (If Any)

Date Received By Chancellor Or Designee: _____

Distribution: Grievant, Association

GRIEVANCE REPORT FORM
SBCCD AND SBCCDTA
CERTIFICATED EMPLOYEE
RESPONSE AT STEP 2

Name Of Grievant: _____

Date Step 2 Filed: _____

Name Of Chancellor Or Designee: _____

Decision Of Chancellor Or Designee And Reason(s) Therefore:

_____
Chancellor's Or Designee's Signature

_____
Date

Distribution: Grievant, Association

APPENDIX A-1

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

1985-86 FACULTY SALARY SCHEDULE

STEP	CLASSIFICATIONS								
	A	B	C	D	E	F	G	H	I[2/]
1	18,365	19,601	20,836	22,072	23,307	24,543	25,779	27,014	28,250
2	19,359	20,595	21,830	23,066	24,301	25,537	26,772	28,008	29,243
3	20,353	21,588	22,824	24,059	25,295	26,530	27,766	29,001	30,237
4	21,346	22,582	23,817	25,053	26,288	27,524	28,759	29,995	31,230
5	22,340	23,575	24,811	26,046	27,282	28,517	29,753	30,988	32,224
6	23,333	24,569	25,804	27,040	28,275	29,511	30,747	31,982	33,218
7	24,327	25,563	26,798	28,034	29,269	30,505	31,740	32,976	34,211
8	25,321	26,556	27,792	29,027	30,263	31,498	32,734	33,969	35,205
9	26,314	27,550	28,785	30,021	31,256	32,492	33,727	34,963	36,198
10	27,308	28,543	29,779	31,014	32,250	33,485	34,721	35,956	37,192
11	28,301[3/]	29,537	30,772	32,008	33,243	34,479	35,715	36,950	38,186
12, 13, 14	29,295[3/]	30,531[3/]	31,766	33,002	34,237	35,473	36,708	37,944	39,179
Ann-1[1/] (15,16,17)	29,911[3/]	31,206[3/]	32,500[3/]	33,795	35,090	36,385	37,680	38,916	40,151
Ann-2[1/] (18)	30,526[3/]	31,881[3/]	33,235[3/]	34,589[3/]	35,943	37,298	38,652	39,888	41,123

1/ ANNIVERSARY INCREMENTS.

2/ EARNED DOCTORATE.

3/ SEE SALARY SCHEDULE REGULATIONS.

APPENDIX A-1a

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

1986-87 FACULTY SALARY SCHEDULE

STEP	CLASSIFICATIONS								
	A	B	C	D	E	F	G	H	I[2/]
1	19,834	21,169	22,503	23,838	25,172	26,506	27,841	29,175	30,510
2	20,908	22,243	23,576	24,911	26,245	27,580	28,914	30,249	31,582
3	21,981	23,315	24,650	25,984	27,319	28,652	29,987	31,321	32,656
4	23,054	24,389	25,722	27,057	28,391	29,726	31,060	32,395	33,728
5	24,127	25,461	26,796	28,130	29,465	30,798	32,133	33,467	34,802
6	25,200	26,535	27,868	29,203	30,537	31,872	33,207	34,541	35,875
7	26,273	27,608	28,942	30,277	31,611	32,945	34,279	35,614	36,948
8	27,347	28,680	30,015	31,349	32,684	34,018	35,353	36,687	38,021
9	28,419	29,754	31,088	32,423	33,756	35,091	36,425	37,760	39,094
10	29,493	30,826	32,161	33,495	34,830	36,164	37,499	38,832	40,167
11	30,565[3/]	31,900	33,234	34,569	35,902	37,237	38,572	39,906	41,241
12, 13, 14	31,639[3/]	32,973[3/]	34,307	35,642	36,976	38,311	39,645	40,980	42,313
Ann-1[1/] (15,16,17)	32,304[3/]	33,702[3/]	35,100[3/]	36,499	37,897	39,296	40,694	42,029	43,363
Ann-2[1/] (18)	32,968[3/]	34,431[3/]	35,894[3/]	37,356[3/]	38,818	40,282	41,744	43,079	44,413

1/ ANNIVERSARY INCREMENTS.

2/ EARNED DOCTORATE.

3/ SEE SALARY SCHEDULE REGULATIONS.

A87

APPENDIX A-2

1985-86 COMPENSATION SCHEDULE FOR ALL HOURLY WORK INCLUDING HOURLY INSTRUCTION, OVERLOAD AND SUMMER SESSION (SUMMER SESSION PART NOT EFFECTIVE UNTIL 1987)

	First Year	Second Year	Third Year Or More
Lecture Classes per hour	21.57	22.39	23.21
Laboratory Classes per hour	19.84	20.60	21.35
Clinical Classes per hour	18.37	19.07	19.77
Non-instruction Work per hour	17.03	17.69	18.34

If a class is cancelled, the instructor will be paid for a maximum of four (4) hours or for the first class meeting, whichever is less. Short term and/or intensive classes will be pro-rated according to the schedule below:

Total Semester Hours for Class	Hours of Compensation
16 or less	1
17 - 32	2
33 - 48	3
49 or more	4

APPENDIX A-2a

1986-87 COMPENSATION SCHEDULE FOR ALL HOURLY WORK INCLUDING HOURLY INSTRUCTION, OVERLOAD AND SUMMER SESSION

	First Year	Second Year	Third Year Or More
Lecture Classes per hour	23.30	24.18	25.07
Laboratory Classes per hour	21.43	22.25	23.06
Clinical Classes per hour	19.84	20.60	21.35
Non-instruction Work per hour	18.39	19.11	19.81

If a class is cancelled, the instructor will be paid for a maximum of four (4) hours or for the first class meeting, whichever is less. Short term and/or intensive classes will be pro-rated according to the schedule below:

Total Semester Hours for Class	Hours of Compensation
16 or less	1
17 - 32	2
33 - 48	3
49 or more	4

APPENDIX A-3

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

1985-86 CHILD CARE CENTER TEACHERS' SALARY SCHEDULE

(10 MONTHS)

LEAD TEACHER

STEP	SALARY
1.	$11,904
2.	12,499
3.	13,095
4.	13,781
5.	14,470

ASSISTANT TEACHER

STEP	SALARY
1.	10,581
2.	11,110
3.	11,665
4.	12,248
5.	12,861

APPENDIX A-3a

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

1986-87 CHILD CARE CENTER TEACHERS' SALARY SCHEDULE

(10 MONTHS)

LEAD TEACHER

STEP	SALARY
1.	$12,856
2.	13,499
3.	14,143
4.	14,883
5.	15,628

ASSISTANT TEACHER

STEP	SALARY
1.	11,427
2.	11,999
3.	12,598
4.	13,228
5.	13,890

APPENDIX A-4

1985-86 COACHING PAY SCHEDULE

	STIPEND
HEAD FOOTBALL COACH	$ 2187
ASSISTANT FOOTBALL COACH	1177
ASSISTANT FOOTBALL COACH	1177
ASSISTANT FOOTBALL COACH	1177
ASSISTANT FOOTBALL COACH	1177
ASSISTANT FOOTBALL COACH	1177
HEAD BASKETBALL COACH	1809
ASSISTANT BASKETBALL COACH	1177
HEAD BASEBALL COACH	1809
ASSISTANT BASEBALL COACH	1177
HEAD SOFTBALL COACH	1809
ASSISTANT SOFTBALL COACH	1177
HEAD TRACK COACH	1809
ASSISTANT TRACK COACH	1177
CROSS COUNTRY COACH	1080
ASSISTANT CROSS COUNTRY COACH	810
GOLF COACH	1080
SWIMMING COACH	1080
ASSISTANT SWIMMING COACH	810
TENNIS COACH	1080
ASSISTANT TENNIS COACH	810
VOLLEYBALL COACH	1080

WITH THE CONCURRENCE OF THE INDIVIDUALS INVOLVED, A COACHING RESPONSIBILITY MAY BE SHARED BY MORE THAN ONE, THE COACHING PAY TO BE DIVIDED EQUALLY.

APPENDIX A-4a

1986-87 COACHING PAY SCHEDULE

	STIPEND
HEAD FOOTBALL COACH	$ 2362
ASSISTANT FOOTBALL COACH	1271
ASSISTANT FOOTBALL COACH	1271
ASSISTANT FOOTBALL COACH	1271
ASSISTANT FOOTBALL COACH	1271
ASSISTANT FOOTBALL COACH	1271
HEAD BASKETBALL COACH	1954
ASSISTANT BASKETBALL COACH	1271
HEAD BASEBALL COACH	1954
ASSISTANT BASEBALL COACH	1271
HEAD SOFTBALL COACH	1954
ASSISTANT SOFTBALL COACH	1271
HEAD TRACK COACH	1954
ASSISTANT TRACK COACH	1271
CROSS COUNTRY COACH	1166
ASSISTANT CROSS COUNTRY COACH	875
GOLF COACH	1166
SWIMMING COACH	1166
ASSISTANT SWIMMING COACH	875
TENNIS COACH	1166
ASSISTANT TENNIS COACH	875
VOLLEYBALL COACH	1166

WITH THE CONCURRENCE OF THE INDIVIDUALS INVOLVED, A COACHING RESPONSIBILITY MAY BE SHARED BY MORE THAN ONE, THE COACHING PAY TO BE DIVIDED EQUALLY.

APPENDIX A-5

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

1985-86 COMPENSATION DEPARTMENT HEADS

Department Heads shall be compensated according to the following formula:

Size of Department in FTE (day) faculty	Compensation
0 - 2.99	$ 0.00
3 - 5.99	75.60 per month
6 - over	151.20 per month

All department heads shall teach a full load. Department Heads will be assigned an evening class, if necessary, to fill out a full contract load.

APPENDIX A-5a

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

1986-87 COMPENSATION DEPARTMENT HEADS

Department Heads shall be compensated according to the following formula:

Size of Department in FTE (day) faculty	Compensation
0 - 2.99	$ 0.00
3 - 5.99	81.65 per month
6 - over	163.30 per month

All department heads shall teach a full load. Department Heads will be assigned an evening class, if necessary, to fill out a full contract load.

APPENDIX A-6

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

1985-86 COMPENSATION COORDINATORS

Coordinator I's shall receive an additional $75.60 per month for each month employed in coordinating activities. Coordinator II's shall receive an additional $151.20 per month for each month employed in coordinating activities. Starting in 1986-87 the Head Librarian at Crafton Hills College shall be a Coordinator I. In 1985-86 there were five (5) Coordinator II's in the District. A Coordinator II either (1) coordinates the work of at least six other employees, or (2) is responsible for coordinating a significantly large educational activity.

The assignment of employees to Coordinator I and Coordinator II shall be determined by the Chancellor and may be terminated at the discretion of the Chancellor upon thirty (30) days prior written notice. The establishment or abolition of any Coordinator I or Coordinator II position must be approved by the Board.

APPENDIX A-6a

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

1986-87 COMPENSATION COORDINATORS

Coordinator I's shall receive an additional $81.65 per month for each month employed in coordinating activities. Coordinator II's shall receive an additional $163.30 per month for each month employed in coordinating activities. Starting in 1986-87 the Head Librarian at Crafton Hills College shall be a Coordinator I. In 1985-86 there were five (5) Coordinator II's in the District. A Coordinator II either (1) coordinates the work of at least six other employees, or (2) is responsible for coordinating a significantly large educational activity.

The assignment of employees to Coordinator I and Coordinator II shall be determined by the Chancellor and may be terminated at the discretion of the Chancellor upon thirty (30) days prior written notice. The establishment or abolition of any Coordinator I or Coordinator II position must be approved by the Board.

APPENDIX A-7

SAN BERNARDINO COMMUNITY COLLEGE DISTRICT

EXTRA EMPLOYMENT, FULL-TIME FACULTY

Full-time certificated employees may be employed on an hourly basis not to exceed seven (7) hours per week. Exceptions to the 7 hour limitation must be approved by the Board upon recommendation of the Chancellor. This limitation does not apply to emergency substitutions.

For the purpose of short-term, intensive courses the total number of hours of extra employment which may be taught per semester is 126 (7 hours x 18 weeks).

APPENDIX B

SALARY SCHEDULE REGULATIONS

A. CLASSIFICATION PLACEMENT FOR EMPLOYEES UPON INITIAL EMPLOYMENT BY THE DISTRICT.

1. Initial placement on the Salary Schedule in Appendix A-1 shall be made by the District within its discretion with consideration to applicable governmental vocational regulations and the scope of the employee's assignment. Initial placement on the Salary Schedule in Appendix A-1 shall be either academic or vocational.

2. To qualify for placement as vocational, the employee must be assigned to teach in the vocational discipline field designated on the employee's necessary vocational credential, and must be assigned a teaching load of which at least eighty percent (80%) of the courses assigned are vocational.

3. No initial placement will be made at a classification higher than Classification G. All earned units beyond the Bachelor's Degree must be earned subsequent to the date of the award of the Bachelor's Degree.

4. No course, semester units or degree shall be approved by the District for purposes of classification placement unless such course, semester units or degree was earned at an accredited institution of higher learning. A course, semester units or degree may be approved if the institution of higher learning was in the final stage of the accreditation process when the course, semester units or degree was completed; and accreditation is later granted within two (2) years.

5. No course, semester units or degree shall be approved by the District for purposes of classification placement unless such course, semester units or degree is reasonably related to the initial assignment of the employee.

6. All units are semester units. Quarter units shall be reduced by a factor of two-thirds (2/3).

B. STEP PLACEMENT FOR EMPLOYEES UPON INITIAL EMPLOYMENT BY THE DISTRICT.

1. Step placement credit is given for teaching experience for instructors, counseling experience for counselors, and librarian experience for librarians, nursing experience for nursing instructors, public health experience for college nurses outside the District through five (5) years as follows:

Year's Experience	Step
0	1
1	2
2	3
3	4
4	5
5	6

No credit will be allowed for fractional parts of a year less than one (1) academic term in determining initial placement on the salary schedule. However, part-time college teaching experience in a full academic term will be converted to a full-time equivalency in computing step placement.

2. Step placement credit is given for other related work experience other than teaching which immediately precedes employment by the District within the past ten (10) years. Work experience used to obtain a credential may not be counted for step placement. Credit for work experience will be on the basis of one step for each two (2) years of work experience up to the maximum in provision B.3 immediately below. The experience must be on a continuous, full-time basis for a minimum of six (6) months and be directly related to the individual instructional assignment in the District.

3. No initial step placement shall exceed Step 6.

C. CLASSIFICATION ADVANCEMENT AFTER INITIAL PLACEMENT OF AN EMPLOYEE

1. An employee may receive only one (1) classification advancement for any one (1) school year. In order to receive a classification advancement an employee must file an application of intent before July 15 in the prior school year, and be eligible for the classification advancement prior to October 1 of the school year in which the classification advancement shall take place.

2. Applied experience approved by the District in lieu of college credit may be granted by the District for advancement classification as follows:

   a. A maximum of one (1) unit of credit equivalency may be given for every eighty (80) hours of applied experience approved by the District. Only four (4) units of credit equivalency will be considered per summer. Employment of such experience must be at different facilities or entail a different aspect of the person's skill area. The applied experience will be considered for summer only or while on leave.

   b. Applied experience in specialized vocational areas refers to the subject matter area specified on the Community College Instructor Credential. Credit for applied experience must be earned after initial employment and placement on this schedule.

3. Not more than 14 semester units per school year (July through June), nor more than 6 semester units per school semester, will be allowed toward change of classification unless the employee is on full-time leave of absence for the purpose of full-time study. Exceptions to the 14 units per year or 6 units per semester limitation may be allowed subject to advance approval by the Chancellor or designee.

4. For both academic and vocational instructors, credit for courses and/or work experience must be approved by the Chancellor or designee prior to undertaking the courses and/or work experience. If there is no approval by the Chancellor or designee prior to undertaking the courses and/or work experience, no credit shall be given. The Chancellor or designee shall process approval requests within thirty (30) calendar days of receipt of the request.

5. An employee seeking an approval for courses and/or work experience for credit must make application to the Chancellor or designee. Applications must include the full title, number and catalog description of the course, or full description of the work experience, and complete rationale for the requested approval. With the request for approval there must be submitted a complete transcript of all courses taken if such a transcript is not already on file, and/or a complete record of all prior work experience.

   Courses submitted for credit toward salary reclassification must comply, at minimum, with either a, b, c, d, e, or f:

   a. Related directly to employee's teaching field;

   b. Meet requirements of a credential necessary to employee's position with the District;

   c. Meet requirements for a degree in employee's teaching area;

   d. Be an appropriate course relating to the learning process or special problems of students, e.g., problems of disadvantaged or minority students, the gifted learner or writing behavioral objectives of instruction;

   e. Add to the employee's professional competence if outside the employee's teaching field;

   f. Professional education and/or school administration courses may be accepted providing they would aid the faculty member in understanding an appreciation of school law, finance and organization.

6. After approval by the Chancellor or designee the course(s) or work experience must be completed within two (2) years.

7. No course shall be approved by the Chancellor or designee if the employee received credit for classification advancement for any one

course of three semester units which represented study similar in content or title to the course for which approval is sought.

8. No course or semester units shall be approved for classification advancement, and no degree credit shall be granted unless such course, semester units or degree was earned at an accredited institution of higher learning. Course or semester units shall be approved for classification advancement, and degree credit shall be granted, if the institution of higher learning was in the final stage of the accreditation process when the course, semester units or degree was completed; and accreditation is later granted within two (2) years.

9. No course or semester units shall be approved for classification advancement or for degree credit unless the employee receives a letter grade of "C" or higher, or receives a "Pass" designation.

10. The Chancellor or designee may approve lower division courses for classification advancement only if such courses are directly related to the current assignment, or are directly related to a probable assignment in the immediate future, and such courses are at least equally appropriate as upper division or graduate courses.

D. STEP ADVANCEMENT AFTER INITIAL PLACEMENT

1. An employee on sabbatical leave shall progress on the salary schedule in the same way as he would have had he remained in service in the District.

2. An employee on a leave of absence, not a sabbatical leave, for one (1) semester or less shall progress on the salary schedule in the same way as he would have had he remained in teaching service in the District for the full year.

3. An employee on a leave of absence for more than a semester, not a sabbatical leave, shall not be granted a step increase on the salary schedule for the school year that the employee was on a leave of absence.

4. An employee hired for the entire Spring semester will advance in step the following year. If less than one semester, no step advancement.

5. A maximum of two (2) anniversary increments will be granted as set forth on the Salary Schedule in Appendix A-1.

6. (Footnote three (3) on Salary Schedule). Any employee initially hired by the District after July 1, 1986 shall not be placed on any Step marked with a footnote three designation (below the staggered line).

E. DESCRIPTION OF EIGHT (8) CLASSIFICATIONS:

REQUIRED CREDENTIAL PLUS:

Class A — B.A. Degree

or

Community College Instructor Credential in vocational subjects, partial fulfillment.

Class B — B.A. Degree plus 14 semester units

or

Community College Instructor Credential in vocational subject, partial fulfillment, plus 14 approved semester units. (Typically, the semester units are credits earned subsequent to the date of the degree or credential. However, units may be "approved" if earned reasonably recently and are specifically related to one's teaching field.)

Class C — B.A. Degree plus 28 semester units

or

28 approved semester units, including Community College Instructor Credential in vocational subject (life).

Class D — M.A. Degree

or

42 approved semester units, including Community College Instructor Credential in vocational subjects (life), four (4) of which may be approved applied experience earned.

or

Community College Instructor Credential In Vocational Subject (life) and ten (10) years work experience in specialized vocational area.

Class E — B.A. Degree plus 56 approved semester units including M.A., four (4) of which may be approved applied experience earned.

or

56 approved semester units, including Community College Instructor Credential in vocational subjects (life), eight (8) of which may be approved applied experience earned.

or

Community College Instructor Credential in vocational subject (life) and fourteen (14) years work experience in specialized vocational areas.

Class F — B.A. Degree plus 70 approved semester units including M.A., eight (8) of which may be approved applied experience earned.

or

B.A. Degree and Community College Instructor Credential in vocational subjects (life), and ten (10) years in specialized vocational areas.

Class G — B.A. Degree plus 84 approved semester units including M.A., eight (8) of which may be approved applied experience earned.

or

B.A. Degree and Community College Instructor Credential in vocational subjects (life), plus fourteen (14) approved units, eight (8) of which may be approved applied experience and ten (10) years work experience in specialized vocational areas.

Class H — B.A. Degree plus 98 approved semester units, including M.A., eight (8) of which may be approved applied experience. A minimum of 14 units must be earned after initial employment.

or

M.A. Degree and Community College Instructor Credential in vocational subjects (life) and ten (10) years work experience in specialized vocational areas. A minimum of 14 units must be earned after initial placement.

Class I — Earned Ph.D. or earned Ed.D.

Vocational Credentials that suffice are:

(A) Class A Vocational Life
(B) Special Designated Subjects, Life
(C) Community College Instructor Credential in a Vocational Subject

B05

Table I: Whole Hours

Hrs/Wk	Lecture 15 Hrs	Lab 21 Hrs	Clinic 24 Hrs	Library/ Nurses/ Counseling 35 Hrs	Hrs/Wk
1	0.066667	0.047619	0.041667	0.028571	1
2	0.133333	0.095238	0.083333	0.057143	2
3	0.200000	0.142857	0.125000	0.085714	3
4	0.266667	0.190476	0.166667	0.114286	4
5	0.333333	0.238095	0.208333	0.142857	5
6	0.400000	0.285714	0.250000	0.171429	6
7	0.466667	0.333333	0.291667	0.200000	7
8	0.533333	0.380952	0.333333	0.228571	8
9	0.600000	0.428571	0.375000	0.257143	9
10	0.666667	0.476191	0.416667	0.285714	10
11	0.733333	0.523810	0.458333	0.314286	11
12	0.800000	0.571429	0.500000	0.342857	12
13	0.866667	0.619048	0.541667	0.371429	13
14	0.933333	0.666667	0.583333	0.400000	14
15	1.000000	0.714286	0.625000	0.428571	15
16		0.761905	0.666667	0.457143	16
17		0.809524	0.708333	0.485714	17
18		0.857143	0.750000	0.514286	18
19		0.904762	0.791667	0.542857	19
20		0.952381	0.833333	0.571429	20
21		1.000000	0.875000	0.600000	21
22			0.916667	0.628571	22
23			0.958333	0.657143	23
24			1.000000	0.685714	24
25				0.714286	25
26				0.742857	26
27				0.771429	27
28				0.800000	28
29				0.828571	29
30				0.857143	30
31				0.885714	31
32				0.914286	32
33				0.942857	33
34				0.971429	34
35				1.000000	35

Notes:

1. This table includes teaching hours only. In addition to teaching, full-time teachers and counselors are expected to hold office/ preparation hours (5 hours per week), serve on college and district committees, and participate in professional activities. Librarians and nurses serve on college and district committees and participate in professional activities as part of their 35 hour workweek.
2. Teaching hours above are based on full-semester length courses.
3. For short-term classes: (1) compute total number of hours that the class meets; (2) divide by the number of weeks in the semester (usually 13); and (3) go to the table(s) for the appropriate F.T.E.
4. See Table II for "Fractions of an Hour."

B06

Full-Time Equivalency (F.T.E.) Load
Table II: Fractions of an Hour

Hrs/Wk	Lecture 15 Hrs	Lab 21 Hrs	Clinic 24 Hrs	Library/ Nurses/ Counseling 35 Hrs	Hrs/Wk
0.01	0.000667	0.000476	0.000417	0.000286	0.01
0.02	0.001333	0.000952	0.000833	0.000571	0.02
0.03	0.002000	0.001429	0.001250	0.000857	0.03
0.04	0.002667	0.001905	0.001667	0.001143	0.04
0.05	0.003333	0.002381	0.002083	0.001429	0.05
0.06	0.004000	0.002857	0.002500	0.001714	0.06
0.07	0.004667	0.003333	0.002917	0.002000	0.07
0.08	0.005333	0.003810	0.003333	0.002286	0.08
0.09	0.006000	0.004286	0.003750	0.002571	0.09
0.10	0.006667	0.004762	0.004167	0.002857	0.10
0.11	0.007333	0.005238	0.004583	0.003143	0.11
0.12	0.008000	0.005714	0.005000	0.003429	0.12
0.13	0.008667	0.006190	0.005417	0.003714	0.13
0.14	0.009333	0.006667	0.005833	0.004000	0.14
0.15	0.010000	0.007143	0.006250	0.004286	0.15
0.16	0.010667	0.007619	0.006667	0.004571	0.16
0.17	0.011333	0.008095	0.007083	0.004857	0.17
0.18	0.012000	0.008571	0.007500	0.005143	0.18
0.19	0.012667	0.009048	0.007917	0.005429	0.19
0.20	0.013333	0.009524	0.008333	0.005714	0.20
0.21	0.014000	0.010000	0.008750	0.006000	0.21
0.22	0.014667	0.010476	0.009167	0.006286	0.22
0.23	0.015333	0.010952	0.009583	0.006571	0.23
0.24	0.016000	0.011429	0.010000	0.006857	0.24
0.25	0.016667	0.011905	0.010417	0.007143	0.25
0.26	0.017333	0.012381	0.010833	0.007429	0.26
0.27	0.018000	0.012857	0.011250	0.007714	0.27
0.28	0.018667	0.013333	0.011667	0.008000	0.28
0.29	0.019333	0.013810	0.012083	0.008286	0.29
0.30	0.020000	0.014286	0.012500	0.008571	0.30
0.31	0.020667	0.014762	0.012917	0.008857	0.31
0.32	0.021333	0.015238	0.013333	0.009143	0.32
0.33	0.022000	0.015714	0.013750	0.009429	0.33
0.34	0.022667	0.016190	0.014167	0.009714	0.34
0.35	0.023333	0.016667	0.014583	0.010000	0.35
0.36	0.024000	0.017143	0.015000	0.010286	0.36
0.37	0.024667	0.017619	0.015417	0.010571	0.37
0.38	0.025333	0.018095	0.015833	0.010857	0.39
0.39	0.026000	0.018571	0.016250	0.011143	0.39
0.40	0.026667	0.019048	0.016667	0.011429	0.40
0.41	0.027333	0.019524	0.017083	0.011714	0.41
0.42	0.028000	0.020000	0.017500	0.012000	0.42
0.43	0.028667	0.020476	0.017917	0.012286	0.43
0.44	0.029333	0.020952	0.018333	0.012571	0.44
0.45	0.030000	0.021429	0.018750	0.012857	0.45
0.46	0.030667	0.021905	0.019167	0.013143	0.46
0.47	0.031333	0.022381	0.019583	0.013429	0.47
0.48	0.032000	0.022857	0.020000	0.013714	0.48
0.49	0.032667	0.023333	0.020417	0.014000	0.49
0.50	0.033333	0.023810	0.020833	0.014286	0.50

Full-Time Equivalency (F.T.E.) Load
Table II: Fractions of an Hour

Hrs/Wk	Lecture 15 Hrs	Lab 21 Hrs	Clinic 24 Hrs	Library/ Nurses/ Counseling 35 Hrs	Hrs/Wk
0.51	0.034000	0.024286	0.021250	0.014571	0.51
0.52	0.034667	0.024762	0.021667	0.014857	0.52
0.53	0.035333	0.025238	0.022083	0.015143	0.53
0.54	0.036000	0.025714	0.022500	0.015429	0.54
0.55	0.036667	0.026190	0.022917	0.015714	0.55
0.56	0.037333	0.026667	0.023333	0.016000	0.56
0.57	0.038000	0.027143	0.023750	0.016286	0.57
0.58	0.038667	0.027619	0.024167	0.016571	0.58
0.59	0.039333	0.028095	0.024583	0.016857	0.59
0.60	0.040000	0.028571	0.025000	0.017143	0.60
0.61	0.040667	0.029048	0.025417	0.017429	0.61
0.62	0.041333	0.029524	0.025833	0.017714	0.62
0.63	0.042000	0.030000	0.026250	0.018000	0.63
0.64	0.042667	0.030476	0.026667	0.018286	0.64
0.65	0.043333	0.030952	0.027083	0.018571	0.65
0.66	0.044000	0.031429	0.027500	0.018857	0.66
0.67	0.044667	0.031905	0.027917	0.019143	0.67
0.68	0.045333	0.032381	0.028333	0.019429	0.68
0.69	0.046000	0.032857	0.028750	0.019714	0.69
0.70	0.046667	0.033333	0.029167	0.020000	0.70
0.71	0.047333	0.033810	0.029583	0.020286	0.71
0.72	0.048000	0.034286	0.030000	0.020571	0.72
0.73	0.048667	0.034762	0.030417	0.020857	0.73
0.74	0.049333	0.035238	0.030833	0.021143	0.74
0.75	0.050000	0.035714	0.031250	0.021429	0.75
0.76	0.050667	0.036190	0.031667	0.021714	0.76
0.77	0.051333	0.036667	0.032083	0.022000	0.77
0.78	0.052000	0.037143	0.032500	0.022286	0.78
0.79	0.052667	0.037619	0.032917	0.022571	0.79
0.80	0.053333	0.038095	0.033333	0.022857	0.80
0.81	0.054000	0.038571	0.033750	0.023143	0.81
0.82	0.054667	0.039048	0.034167	0.023429	0.82
0.83	0.055333	0.039524	0.034583	0.023714	0.83
0.84	0.056000	0.040000	0.035000	0.024000	0.84
0.85	0.056667	0.040476	0.035417	0.024286	0.85
0.86	0.057333	0.040952	0.035833	0.024571	0.86
0.87	0.058000	0.041429	0.036250	0.024857	0.87
0.88	0.058667	0.041905	0.036667	0.025143	0.88
0.89	0.059333	0.042381	0.037083	0.025429	0.89
0.90	0.060000	0.042857	0.037500	0.025714	0.90
0.91	0.060667	0.043333	0.037917	0.026000	0.91
0.92	0.061333	0.043810	0.038333	0.026286	0.92
0.93	0.062000	0.044286	0.038750	0.026571	0.93
0.94	0.062667	0.044762	0.039167	0.026857	0.94
0.95	0.063333	0.045333	0.039583	0.027142	0.95
0.96	0.064000	0.045714	0.040000	0.027429	0.96
0.97	0.064667	0.046190	0.040417	0.027714	0.97
0.98	0.065333	0.046667	0.040833	0.028000	0.98
0.99	0.066000	0.047143	0.041250	0.028286	0.99
1.00	0.066667	0.047619	0.041667	0.028571	1.00

ERIC CLEARINGHOUSE FOR JUNIOR COLLEGES
OCT 28 1969